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 Receivable Fund, LP*

**UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA**

In re:
 INFINITY CAPITAL MANAGEMENT, INC.,

 Debtor.

Case No. 21-14486-abl
 Chapter 7

HASELECT-MEDICAL RECEIVABLES
 LITIGATION FINANCE FUND
 INTERNATIONAL SP,

Adversary Case No. 21-01167-abl

Plaintiff,
 v.

TECUMSEH-INFINITY MEDICAL
 RECEIVABLES FUND, LP,

Defendant.

HASELECT-MEDICAL RECEIVABLES
 LITIGATION FINANCE FUND
 INTERNATIONAL SP, *et al.*,

Counter-Claimant

v.

TECUMSEH-INFINITY MEDICAL
 RECEIVABLES FUND, LP, *et al.*,

Counter-Defendants.

JOINT PRE-TRIAL STATEMENT

The parties to this action, Tecumseh–Infinity Medical Receivable Fund, LP (“Tecumseh”) and HASElect-Medical Receivables Litigation Finance Fund International SP (“HASElect”) (collectively, the “Parties”) have conferred and submit the following proposed Pre-Trial Order and through counsel, and in support respectfully state:

I. NATURE OF THE CASE**HASElect’s Position:**

Beginning in February 2019 and continuing through April 2020, HASElect made a series of loan advances to Infinity Capital Management, Inc. (“Infinity”) totaling over \$15 million (as further defined herein, the “HASElect Loan”) that were secured by a perfected lien against all of Infinity’s then-existing and after-acquired personal property, including all accounts receivable. Infinity was required to use the proceeds of the HASElect Loan to purchase accounts receivable arising from medical treatment provided to individuals that were involved in accidents and had asserted personal injury claims (as further defined herein, “Receivables”). Following the filing of Infinity’s chapter 7 bankruptcy case on September 14, 2021, HASElect discovered that Infinity had used a substantial portion of the proceeds of the HASElect loan for purposes other than the purchase of Receivables, including, among other things, loans and bonuses paid to Infinity’s principals and unauthorized repayment of unsecured debts owed to other creditors. HASElect further discovered that Infinity had sold and assigned a considerable portion of the Receivables that served as collateral for the HASElect Loan to Tecumseh in 2020. As a result, far less collateral than expected was available to satisfy the outstanding indebtedness owed by Infinity under the HASElect Loan. Additionally, HASElect discovered that Infinity had misrepresented the nature of the business relationship Infinity entered into with Tecumseh in June 2020. Specifically, Infinity represented to HASElect that it was merely servicing Receivables that Tecumseh had purchased directly from medical providers. In truth, however, Infinity continued to purchase, hold, and collect Receivables in its own name after June 2020 pursuant to preexisting contracts between Infinity and various medical providers and using a combination of Infinity’s own funds as well as new funds received from Tecumseh. As such, HASElect seeks a judgment determining that it holds a perfected security

1 interest in all Receivables Infinity sold and assigned to Tecumseh in 2020 as well as all Receivables
 2 acquired in Infinity's name after June 2020 (collectively and as further defined herein, the
 3 "Disputed Receivables") that is superior to any interest Tecumseh might claim in such Receivables
 4 as well as other relief as set forth in HASElect's *First Amended Complaint* [ECF No. 24].
 5 Additionally, in February 2022, HASElect purchased all of the Infinity bankruptcy estate's rights
 6 and interests in the Disputed Receivables for \$100,000 and thereafter was substituted to the chapter
 7 trustee's position with respect to claims asserted against Tecumseh seeking to avoid any
 8 unperfected interest claimed by Tecumseh in the Disputed Receivables pursuant to 11 U.S.C. §
 9 544.

10 **Tecumseh's Position:**

11 Tecumseh disputes HASElect's contentions and seeks a judgment finding that (i)
 12 Tecumseh is the equitable owner of certain receivables purchased with Infinity's assistance,
 13 generally referenced through this matter as the Disputed Receivables;¹ (ii) the Disputed
 14 Receivables are not and were never property of Infinity Capital Management, Inc. ("Infinity") or
 15 its estate; (iii) the security interest of HASElect in Infinity's collateral does not extend to the
 16 Disputed Receivables; and (iv) the strong arm rights and powers afforded to the Trustee under 11
 17 U.S.C. § 544 and sold to HASElect should not, and indeed cannot, be utilized to undo Tecumseh's
 18 purchase of the Disputed Receivables.

19 The Court has previously entered a partial summary judgment in favor of HASElect on the
 20 1-A through 1-E Accounts, the 1-G Accounts, and the 1-H Accounts. [ECF 88]. The Court denied
 21 summary judgment with respect to the remaining Disputed Receivables.

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 28 ¹ A list of the Disputed Receivables is Tecumseh Trial Exhibit A.

1 **II. BASIS FOR JURISDICTION, WHETHER THE CASE IS CORE OR NON-**
 2 **CORE, AND WHETHER THE BANKRUPTCY JUDGE MAY ENTER**
 3 **FINAL ORDERS OR JUDGMENT**

4 HASelect maintains that the Court has subject matter jurisdiction over this adversary
 5 proceeding pursuant to 28 U.S.C. §§ 157(a) and 1334(a) and (b). HASelect further maintains that
 6 Venue is proper before the Court under 28 U.S.C. §§ 1408-09.

7 Tecumseh disputes that this Court has subject matter jurisdiction over this adversary
 8 proceeding pursuant to 28 U.S.C. § 1334(b), 28 U.S.C. § 157. On July 1, 2022, this Court denied
 9 Tecumseh's motion to dismiss for lack of subject-matter jurisdiction. (ECF 87).

10 **III. CONTENTIONS OF THE PARTIES**

11 **A. HASelect's Contentions**

12 1. As of the filing of Infinity's chapter 7 petition on September 14, 2021 (the "Petition
 13 Date"), Infinity owed principal, accrued interest, and fees due under the Loan Agreement
 14 (exclusive of attorney's fees and other costs incurred by HASelect in other litigation relating to
 15 enforcement of the Loan Agreement) in the total amount of \$15,132,862.51.

16 2. As this Court previously found in granting HASelect's Motion for Partial Summary
 17 Judgment with respect to the 1-A Receivables, 1-B Receivables, 1-C Receivables, 1-D
 18 Receivables, 1-E Receivables, 1-G Receivables, and 1-H Receivables, as of the Petition Date
 19 HASelect held (and continues to hold) a perfected security interest in all of Infinity personal
 20 property and proceeds thereof as collateral for the HASelect Loan.

21 3. Infinity was required to use the proceeds of the HASelect Loan to purchase
 22 Receivables. To ensure loan proceeds were used appropriately, HASelect engaged FTM Limited
 23 ("FTM") under a sub-advisory agreement dated February 7, 2019 to provide sub-advisory and
 24 fiduciary services to HASelect that included the investigation and verification of accounts
 25 receivable to be purchased by Infinity and the approval of draw requests submitted by Infinity on
 26 which HASelect relied in advancing funds to Infinity under the Loan.

27 4. The principals of FTM are Endre Debozy and William Dalzell. Debozy and Dalzell
 28 introduced HASelect to Infinity in late 2018 and strongly encouraged HASelect to enter into a
 lending relationship with Infinity. In doing so, Debozy and Dalzell did not disclose to HASelect

1 that they had a nearly 20-year history of soliciting investment capital and financing for Infinity –
2 very little of which was ever repaid.

3 5. In communicating with FTM and Infinity and in negotiating and entering into the
4 HASElect Loan, HASElect was represented by Simon Clark, who was then employed by and later
5 became an owner of Griffin Asset Management, LLC (“GAM”), which serves as HASElect’s
6 investment manager, and was responsible for GAM’s offshore division, which included HASElect.
7 Following the execution of the HASElect Loan documents, Clark remained responsible for the
8 administration of the Loan and for protecting HASElect’s rights and interests under the MLA.
9 Instead of fulfilling these obligations, however, Clark ignored Infinity’s misappropriation of Loan
10 proceeds, which was facilitated by FTM, and later assisted Tecumseh and FTM in soliciting
11 Infinity to terminate its relationship with HASElect before becoming an owner and principal of
12 Tecumseh.

13 6. HASElect began advancing Loan funds to Infinity on March 5, 2019. All advances
14 made under the HASElect Loan were wired to an Infinity deposit account at Nevada State Bank
15 ending in 8480 (the “8480 Account”). From March 2019 through April 2020, HASElect wired over
16 \$15 million in Loan proceeds to the 8480 Account, which were the only material deposits to or funds
17 held in the 8480 Account during that period. In making such advances, HASElect relied on Debozy
18 and Dalzell’s representations that FTM had investigated and verified Infinity’s use of funds to be
19 advanced for the purchase of accounts receivable.

20 7. In seeking advances under the HASElect Loan, Infinity routinely misrepresented both
21 the cost and value of the Receivables it identified as collateral for such advances in order to obtain
22 excess proceeds that Infinity used, among other things, to pay preexisting debts owed to FTM.

23 8. Simon Clark resigned his position with GAM on February 22, 2020 and almost
24 immediately began communicating with Endre Debozy of FTM and with Chad Meyer and Michael
25 Belotz, who had formed Tecumseh Alternatives, LLC in August 2019 as an investment advisory
26 firm modeled after and designed to compete with GAM. In late February 2020, Meyer and Belotz
27 began formulating a plan with FTM to convince Infinity to terminate its relationship with
28 HASElect and to enter into a new funding relationship with Tecumseh.

1 9. From March through June 2020, Meyer, Clark, and Beltoz, along with the
2 principals of FTM, used confidential and proprietary information belonging to HASElect regarding
3 its relationship with Infinity and the HASElect Loan to successfully solicit Infinity's principals to
4 terminate their relationship with HASElect in favor of a new funding relationship with Tecumseh
5 and to also solicit certain of HASElect's investors and other parties to invest in this new funding
6 relationship. While these solicitations were ongoing, Infinity continued to seek and receive
7 roughly \$1.45 million in new advances under the HASElect Loan.

8 10. As of June 2020, over \$744,000 in HASElect Loan proceeds remained on deposit
9 in the 8480 Account. Infinity later transferred the majority of such funds to its operating account
10 to pay Infinity's operating expenses during the initial months of its new funding relationship with
11 Tecumseh and to purchase additional Receivables that Infinity would later sell and assign to
12 Tecumseh.

13 11. After entering into the Sub-Advisory Agreement on June 18, 2020, Infinity, FTM,
14 and Tecumseh began preparing to transfer Receivable in which HASElect held a perfected first-
15 priority security interest to Tecumseh by, among other things, removing the electronic stamps that
16 identified such Receivables as HASElect's collateral. Infinity then sold a substantial portion of its
17 Receivables in which HASElect held a perfected, first-priority security interest to Tecumseh
18 without HASElect's knowledge or consent and in violation of Infinity's contractual obligations
19 under the MLA.

20 12. Tecumseh also hired Li Su, who was then employed as GAM's manager of
21 technology and information security, to assist in the technical aspects of transferring HASElect's
22 collateral from Infinity to Tecumseh. Li Su continued to work simultaneously for GAM and for
23 Tecumseh until GAM terminated his employment in August 2021. Li Su continues to work for
24 Tecumseh.

25 13. In an attempt to eliminate HASElect's involvement in Infinity's business operations
26 and to compel HASElect to settle other litigation pending in Illinois, Tecumseh, FTM, and Infinity
27 concocted a plan in July 2020 to attempt to persuade Three Bell Capital, which is a registered
28 investment advisor whose clients invested in HASElect to whom Clark and Meyer were introduced

1 through their employment with GAM, to demand a redemption of its investment in HASelect,
2 which they believed would force the liquidation of HASelect and create an opportunity for
3 Tecumseh to acquire all remaining Infinity Receivables in which HASelect held a perfected, first-
4 priority security interest.

5 14. Tecumseh also conspired with Infinity to exploit the bankruptcy process through
6 the filing of Infinity's chapter 7 bankruptcy case. Tecumseh, FTM, and Infinity planned to
7 continue to profit from their business relationship while leaving Infinity's debts to HASelect
8 unpaid by transferring Infinity's business records and intangible assets to Infinity Health Solutions,
9 LLC through which Infinity's principals, after misappropriating more than \$100,000 in proceeds
10 collected from Receivable included in HASelect's Collateral to finance their new company in the
11 weeks prior to Infinity's chapter 7 filing, continued to service and collect the Disputed Receivables
12 and to acquire new accounts for Tecumseh after Infinity's bankruptcy filing just as Infinity had
13 done previously.

14 15. Prior to the Petition Date, Infinity collected over \$400,000 in traceable proceeds
15 from Receivables in which HASelect held a perfected, first-priority security interest and
16 transferred such proceeds to Tecumseh by depositing the same in the BOA Account where they
17 were used to acquire additional Disputed Receivables.

18 16. All Disputed Receivables acquired after the June 18, 2020 execution of the Sub-
19 Advisory Agreement between Infinity and Tecumseh were purchased by Infinity in its own name
20 pursuant to contracts between Infinity and medical providers (as further defined below, a "Medical
21 Provider Contract"), which in most cases existed long before the execution of the Sub-Advisory
22 Agreement and in all cases govern Infinity's rights in the Disputed Receivables. With the
23 exception of the 1-A Receivables, 1-B Receivables, 1-C Receivables, 1-D Receivables, 1-E
24 Receivables, 1-G Receivables, and 1-H Receivables that were expressly assigned to Tecumseh by
25 Infinity, all Disputed Receivables and all medical liens securing the Disputed Receivables were
26 held at all times by Infinity in its own name. Similarly, all collections on Disputed Receivables
27 prior to the Petition Date were made by Infinity under its own or its trade name, Infinity Health
28 Collections.

1 17. Except for the 1-A Receivables, 1-B Receivables, 1-C Receivables, 1-D
2 Receivables, 1-E Receivables, 1-G Receivables, and 1-H Receivables that were expressly assigned
3 to Tecumseh by Infinity, not a single document exists that evidences the purchase of any Disputed
4 Receivable by Tecumseh or the assignment or sale of any Disputed Receivable to Tecumseh by
5 any medical provider.

6 18. Tecumseh represented to potential investors that Infinity purchased and owned
7 Receivables acquired pursuant to the Sub-Advisory Agreement on behalf of Tecumseh.

8 19. Certain of the Medical Provider Contracts, including Infinity's September 20, 2019
9 contract with Cueva Diagnostics, LLC d/b/a Stat Diagnostics ("Stat Diagnostics"), its June 2, 2020
10 contract with Preva Advanced Surgicare – The Woodlands, LLC ("Preva"), its June 19, 2020
11 contract with South Atlanta MUA Center ("South Atlanta"), and its January 6, 2021 contract with
12 Viking Pain Management, LLC ("Viking"), evidence a lending relationship between Infinity and
13 such providers rather than agreements for the purchase of Receivables. As such, Tecumseh's
14 resulting trust arguments cannot apply to Receivables arising under such contracts.

15 20. There was no intent on the part of Infinity or Tecumseh in entering into the Sub-
16 Advisory Agreement to form a resulting trust or constructive trust. The structure of the parties'
17 relationship and their respective intent in creating that relationship is set forth in the Sub-Advisory
18 Agreement. Infinity and Tecumseh simply failed to adhere to that structure. As such there can be
19 no resulting trust or constructive trust.

20 21. HASelect did not consent to or knowingly allow Infinity to transfer proceeds of its
21 collateral to Tecumseh through the release of proceeds deposited to the FSB Account. Rather,
22 Infinity represented to HASelect that it was merely servicing Receivables that Tecumseh had
23 purchased directly from medical providers. In truth, however, Infinity continued to purchase, hold,
24 and collect Receivables in its own name after June 2020 pursuant to preexisting contracts between
25 Infinity and various medical providers and using a combination of Infinity's own funds as well as
26 new funds received from Tecumseh. HASelect did not discovery the true nature of Infinity's
27 relationship with Tecumseh until after the Petition Date.

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22. On December 11, 2020, Tecumseh wired payment in the amount of \$73,644.86 to Infinity's Operating Account as partial payment for another batch of 180 separate accounts receivable (the "1-P Receivables") that Tecumseh sought to acquire for a total purchase price of \$77,211.91. Tecumseh applied certain credits due from Infinity as payment of the balance of such purchase price.

23. All of the 1-P Receivables were paid for from Infinity's Operating Account prior to December 11, 2020. The 1-P Receivables are identified in HASelect's Trial Exhibit 157, which identifies the dates on which payment for such 1-P Receivables cleared Infinity's Operating Account.

24. On or around December 31, 2020, Tecumseh and Infinity determined that Infinity was indebted to Tecumseh as a result of the inclusion of duplicate Receivables in the 1-H Receivables, the 1-I Receivables, and the 1-J Receivables in an amount in excess of \$120,000.00.

25. As partial payment of this indebtedness, Infinity assigned to Tecumseh 27 separate preexisting accounts receivable (the "J-2 Receivables") for a total purchase price of \$116,380.89.

26. All of the J-2 Receivables were purchased by Infinity during 2019 and were paid for from Infinity's Operating Account prior to the execution of the Sub-Advisory Agreement.

27. Through November 12, 2020, all amounts collected by Infinity relating to any Disputed Receivable were deposited to either Infinity's Operating Account or Infinity's FSB Account and later transferred from such accounts to the BOA Account, including the following deposits to the BOA Account, totaling \$85,523.50:

- a. \$2,815.08 deposited to the BOA Account on August 13, 2020;
- b. \$5,430.16 deposited to the BOA Account on September 22, 2020;
- c. \$36,042.51 deposited to the BOA Account on September 28, 2020;
- d. \$11,617.57 deposited to the BOA Account on September 29, 2020;
- e. \$10,545.42 deposited to the BOA Account on October 9, 2020; and
- f. \$19,072.74 deposited to the BOA Account on November 12, 2020.

28. Through June 30, 2021, Infinity collected proceeds of the 1-A Receivables, 1-B Receivables, 1-C Receivables, 1-D Receivables, 1-E Receivables, 1-F Receivables, 1-H

1 Receivables, 1-I Receivables, 1-J Receivables, 1-P Receivables, and J-2 Receivables in the
2 following amounts:

3 1-A Receivables	\$49,170.56
4 1-B Receivables	\$31,190.46
5 1-C Receivables	\$21,483.36
6 1-D Receivables	\$68,635.83
7 1-E Receivables	\$14,045.63
8 1-F Receivables	\$51,248.45
9 1-H Receivables	\$29,159.24
10 1-I Receivables	\$12,946.78
11 1-J Receivables	\$20,407.33
12 1-P Receivables	\$1,867.40
13 J-2 Receivables	\$3,446.52

\$303,601.56

14 29. All amounts collected by Infinity relating to any Disputed Receivable prior to the
15 Petition Date were deposited to the BOA Account either directly or by way of transfers from
16 Infinity's Operating Account or Infinity's FSB Account and were subsequently applied towards
the purchase of additional Disputed Receivables.

17 **B. Tecumseh's Contentions**

18 1. Tecumseh retained Infinity to act as a sub-advisor, assisting it to identify, purchase
19 and service medical receivables. Due to the partial summary judgment entered by the Court, only
20 the Series 1-F, Series 1-I through Series 1-K receivables, Series J-2 and 1-P, and the Direct
21 Purchase Receivables (defined below) remain in dispute.

22 2. With respect to the Series 1-F, the Series 1, I through K, and Series J-2 and 1-P
23 Receivables, Infinity acted as an agent acting on behalf of Tecumseh. Tecumseh purchased these
24 Receivables directly from the medical providers. Infinity did not buy and resell receivables to
25 Tecumseh. It never acquired an interest in the receivables. Infinity never held an economic or
26 beneficial interest in these Receivables; therefore, HASelect's lien and the Section 544 strong-arm
27 powers do not apply.

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1 3. Alternatively, Infinity holds the Series 1, F and the Series 1, I through K, and Series
2 J-2 and 1-P Receivables in a purchase money resulting trust for Tecumseh's benefit. Where a
3 transfer of property is made to one person and the purchase price is paid by another, a resulting
4 trust arises in favor of the person by whom the purchase price is paid. Under the theory of a
5 purchase money resulting trust, it is presumed that Tecumseh, as the party who paid for the
6 personal property, intended a benefit for itself and its investors. As a result, neither HASElect's
7 lien nor the Section 544 strong-arm powers apply.

8 4. The Direct Purchase Receivables are receivables purchased by Tecumseh from
9 medical providers from and after October 29, 2020—4,190 receivables at a face amount of
10 approximately \$19,846,621.37. Each of these receivables was paid for with transfers of purchase
11 money directly from Tecumseh's account at Bank of America (the "BofA Account") to the
12 respective medical providers.

13 5. All funds in the BofA Account belong to Tecumseh. The account is in Tecumseh's
14 name. The funds deposited in it come from Tecumseh's investors and from the proceeds of
15 receivables owned by Tecumseh. Neither Infinity nor HASElect has an interest in the BofA
16 Account. HASElect cannot specifically identify funds it owns or has a lien upon within the BofA
17 Account.

18 6. A tracing analysis shows that all funds used to purchase the Direct Purchase
19 Receivables came from Tecumseh's investors and that any funds from the proceeds of receivables
20 in which HASElect may claim an interest went back to Infinity in the form of fees.

21 7. With respect to the Direct Purchase Receivables, Infinity acted as an agent acting
22 on behalf of Tecumseh. Infinity did not buy and resell receivables to Tecumseh. It never acquired
23 an interest in the receivables. Tecumseh purchased these Receivables directly from the medical
24 providers. Infinity never held an economic or beneficial interest in these Receivables; therefore,
25 HASElect's lien and the Section 544 strong-arm powers do not apply.

26 8. Alternatively, Infinity holds the Direct Purchase Receivables in a purchase money
27 resulting trust for Tecumseh's benefit. Where a transfer of property is made to one person and the
28 purchase price is paid by another, a resulting trust arises in favor of the person by whom the

1 purchase price is paid. Under the theory of a purchase money resulting trust, it is presumed that
2 Tecumseh, as the party who paid for the personal property, intended a benefit for itself and its
3 investors. As a result, neither HASelect's lien nor the Section 544 strong-arm powers apply.

4 9. HASelect cannot show that Tecumseh acted in bad faith or had unclean hands
5 sufficient to undo the purchase money resulting trust with respect to either the Series 1, F and the
6 Series 1, I through K Receivables or the Direct Purchase Receivables.

7 10. HASelect did not perfect a security interest in the *proceeds* of the receivables it
8 claims a lien on. To perfect a security interest in proceeds, HASelect must have perfected a security
9 interest in Infinity's deposit accounts, which requires HASelect's assertion of control over the
10 deposit accounts, which it generally did not do. While HASelect did have control over one Infinity
11 account (the "FSB account"), it allowed Infinity to withdraw funds from that account and send
12 them to Tecumseh or to uncontrolled Infinity accounts. Because HASelect allowed Infinity to
13 mingle the proceeds of its alleged collateral with funds in which it had not perfected a security
14 interest, HASelect lost its security interest on those proceeds.

15 11. Equity favors Tecumseh. Neither the Series 1-F, the Series 1, I through K, and
16 Series J-2 and 1-P Receivables nor the Direct Purchase Receivables would exist but for the funds
17 supplied by Tecumseh. At the time these Receivables were acquired, Infinity was out of money
18 and could not have purchased the Receivables; therefore, HASelect is inequitably demanding
19 collateral that was created by Tecumseh's investors.

20 12. HASelect's unjust enrichment claim fails as a matter of law because it conferred no
21 benefit on Tecumseh. Even if, as HASelect alleges, Tecumseh purchased receivables from Infinity
22 instead of from medical providers, HASelect conferred no benefit. Any benefit came from Infinity.

23 13. HASelect is estopped from claiming an interest in the Series 1-F, the Series 1, I
24 through K, and Series J-2 and 1-P Receivables and the Direct Purchase Receivables because it
25 knowingly allowed Infinity to distribute funds paid into the FSB Account on certain of the
26 receivables at issue to be paid to Tecumseh. Tecumseh reasonably relied on HASelect's actions to
27 its prejudice. Had HASelect claimed an interest in the proceeds of receivables that Tecumseh
28 owned, Tecumseh would have stopped doing business with Infinity until a resolution could be

1 reached.

2 14. HASelect is further estopped from claiming an interest in the Series 1-F, the Series
3 1, I through K, and Series J-2 and 1-P Receivables and the Direct Purchase Receivables because it
4 failed to claim a lien earlier. Almost as soon as the Sub-Advisory Agreement was signed, HASelect
5 sued Tecumseh over the Sub-Advisory Agreement seeking to enjoin it and damages. Although
6 HASelect had full knowledge of the business relationship between Infinity and Tecumseh and of
7 Tecumseh's purchase of receivables, it failed to assert its lien. Tecumseh reasonably relied on
8 HASelect's actions to its prejudice. Had HASelect claimed a lien on the receivables that Tecumseh
9 owned, Tecumseh would have stopped doing business with Infinity until a resolution could be
10 reached.

11 15. HASelect has waived an interest in the Series 1-F, the Series 1, I through K, and
12 Series J-2 and 1-P Receivables and the Direct Purchase Receivables because it knowingly allowed
13 Infinity to distribute funds paid into the FSB account on certain of the receivables at issue to be
14 paid to Tecumseh. Tecumseh reasonably relied on HASelect's actions to its prejudice. Had
15 HASelect claimed an interest in the proceeds of receivables that Tecumseh owned, Tecumseh
16 would have stopped doing business with Infinity until a resolution could be reached.

17 16. HASelect further waived any interest in the Series 1-F, the Series 1, I through K,
18 and Series J-2 and 1-P Receivables and the Direct Purchase Receivables because it failed to claim
19 a lien earlier. Almost as soon as the Sub-Advisory Agreement was signed, HASelect sued
20 Tecumseh over the Sub-Advisory Agreement seeking to enjoin it and damages. Although
21 HASelect had full knowledge of the business relationship between Infinity and Tecumseh and of
22 Tecumseh's purchase of receivables, it failed to assert its lien. Tecumseh reasonably relied on
23 HASelect's actions to its prejudice. Had HASelect claimed a lien on the receivables that Tecumseh
24 owned, Tecumseh would have stopped doing business with Infinity until a resolution could be
25 reached.

26 **IV. STIPULATED FACTS**

27 1. On or about February 26, 2019, HASelect, which was then doing business under the
28 name HASelect-FTM Medical Receivables Litigation Finance Fund SP, and Infinity Capital

1 Management, Inc. (“Infinity”) entered into a Loan and Security Agreement and Promissory Note
2 (the “Loan Agreement”) pursuant to which HASelect agreed to loan up to \$5 million to Infinity (the
3 “HASelect Loan”) to be used by Infinity for the purchase of accounts receivables from medical
4 providers (“Receivables”).

5 2. In the Loan Agreement, Infinity granted HASelect a security interest in all of
6 Infinity’s existing and after acquired personal property (as defined in § 4.1 of the Loan Agreement,
7 the “Collateral”) to secure payment of all indebtedness owed in collection with the HASelect Loan.
8 HASelect perfected this security interest through the filing of a UCC-1 with the Nevada Secretary
9 of State on February 19, 2019.

10 3. HASelect required that Infinity use a portion of the proceeds of the HASelect Loan
11 to repay and retire a prior secured debt owed to Law Finance Group, LLC, which had similarly
12 advanced funds to Infinity for the purchase of Receivables. HASelect did not obtain control of
13 Infinity’s deposit accounts held at Nevada State Bank in connection with the HASelect Loan.

14 4. Prior to the execution of the Loan Agreement, HASelect entered into a Sub-Advisory
15 Agreement dated February 7, 2019 with FTM Investments, LLC (“FTM”) pursuant to which FTM
16 agreed to perform certain duties related to the administration of the HASelect Loan as set forth
17 therein. The principals of FTM were Endre Debozy and William Dalzell.

18 5. On or about June 23, 2019, HASelect and Infinity entered into an Amendment 1 to
19 Loan and Security Agreement and Promissory Note by which they agreed to increase the amount of
20 the HASelect Loan by \$1 million.

21 6. On or about August 30, 2019, HASelect and Infinity entered into a First Amended &
22 Restated Loan Agreement and Promissory Note, which superseded all prior written loan agreements
23 and promissory notes entered into between HASelect and Infinity, by which they agreed, among
24 other things, to increase the amount of the HASelect Loan to \$15 million.

25 7. On or about December 18, 2019, HASelect and Infinity entered into a Second
26 Amended & Restated Loan Agreement and Promissory Note (together, with all prior and related
27 loan documents, the “Loan Agreement”), which again superseded all prior written loan agreements
28 and promissory notes entered into between HASelect and Infinity, by which they agreed, among

other things, to increase the amount of the HASelect Loan to \$30 million.

8. Beginning on March 4, 2019 and continuing through April 30, 2020, HASelect disbursed proceeds of the HASelect Loan to Infinity through periodic draws requested by Infinity that were subject to verification and approval by FTM. HASelect funded twenty-one (21) such draw requests on the dates and in the amounts set forth below.

Draw Request	Date Funded	Funded Amount
HAS-01	3/4/2019	\$250,000.00
HAS-02	4/2/2019	\$500,000.00
HAS-02	4/3/2019	\$250,000.00
HAS-03	5/1/2019	\$485,500.00
HAS-04	5/20/2019	\$547,000.00
HAS-05	6/19/2019	\$662,500.00
HAS-06	7/24/2019	\$421,000.00
HAS-07	6/28/2019	\$750,000.00
HAS-08	7/15/2019	\$1,621,500.00
HAS-09	8/26/2019	\$901,500.00
HAS-10	9/30/2019	\$676,500.00
HAS-11	10/31/2019	\$178,500.00
HAS-12	10/22/2019	\$704,000.00
HAS-13	11/15/2019	\$50,000.00
HAS-14	12/13/2019	\$510,000.00
HAS-15	11/12/2019	\$159,000.00
HAS-16	11/29/2019	\$249,000.00
HAS-18	12/6/2019	\$400,000.00
HAS-18	12/30/2019	\$2,800,000.00
HAS-19	1/30/2020	\$1,223,000.00
HAS-20	2/28/2020	\$303,000.00
HAS-21	3/30/2020	\$989,000.00
HAS-22	4/30/2020	\$465,000.00

\$15,096,000.00

9. All of the HASelect Loan proceeds disbursed to Infinity were wired to an Infinity deposit account at Nevada State Bank ending in 8480 (the “8480 Account”).

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1 10. Infinity filed its voluntary chapter 7 bankruptcy petition on September 14, 2021 (the
2 “Petition Date”).

3 11. HASelect asserts that as of the Petition Date, Infinity owed principal, accrued interest,
4 and fees due under the Loan Agreement (exclusive of attorney’s fees and other costs incurred by
5 HASelect in other litigation relating to enforcement of the Loan Agreement) in the total amount of
6 \$15,132,862.51.

7 12. Prior to the Petition Date, Infinity’s business operations generally involved the
8 purchasing of Receivables from medical providers. Such Receivables generally arose from medical
9 treatment or prescription medication provided to individuals who were injured in accidents and had
10 asserted personal injury claims arising from such accidents.

11 13. All such Receivables were purchased or otherwise funded pursuant to written
12 contracts (a “Medical Provider Contract”) entered into between Infinity and such medical providers.
13 With few exceptions, such Medical Provider Contracts generally assigned and conveyed to Infinity
14 all rights to collect payment of the subject Receivables upon payment of the purchase price.

15 14. Upon the purchase of a Receivables, Infinity typically required that both the personal
16 injury plaintiff and their attorney execute an Assignment of Benefits/Medical Lien and Security
17 Agreement (a “Medical Lien”). Such Medical Lien consisted of a standard form created by Infinity,
18 which granted Infinity a lien against any recovery on the plaintiff’s personal injury claim to secure
19 payment of the Receivable.

20 15. Infinity typically received payment on purchased Receivables directly from the
21 personal injury plaintiffs’ attorneys following settlement of the plaintiffs’ claims.

22 16. Certain Medical Provider Contracts, however, did not adhere to this typical structure.
23 For example, on September 20, 2019, Infinity entered into a contract with Cueva Diagnostics, LLC
24 d/b/a Stat Diagnostics (“Stat Diagnostics”) under which Infinity agreed to pay a fixed amount for
25 Receivables arising from magnetic resonance imaging scans (“MRI”) performed by Stat Diagnostics
26 but did not obtain the right to collect such Receivables directly or receive any direct assignment of
27 any Medical Lien from any personal injury plaintiff. Rather, Stat Diagnostics retained all rights to
28 collect such Receivables. Upon collection, Stat Diagnostics was obligated to pay a fixed amount to

1 Infinity that varied depending on the amount of time that passed between funding and collection.

2 17. Infinity entered into similar, atypical Medical Provider Contracts with Preva
3 Advanced Surgicare – The Woodlands, LLC (“Preva”) on June 2, 2020, with South Atlanta MUA
4 Center (“South Atlanta”) on June 19, 2020, and with Viking Pain Management, LLC (“Viking”) on
5 January 6, 2021 under which all collection and medical lien rights remained with the medical
6 provider subject to certain fixed payment obligations to Infinity.

7 18. Prior to the Petition Date, Infinity generally deposited the proceeds of the Receivables
8 it acknowledged to be included within the Collateral for the HASElect Loan in an account at First
9 Savings Bank ending in 2420 (the “FSB Account”). Withdrawals and transfers from the FSB
10 Account were generally subject to approval by HASElect.

11 19. Following the Petition Date, a dispute arose between HASElect and Tecumseh as to
12 their respective rights and interests, if any, in certain Receivables Tecumseh claims to have
13 purchased through Infinity (the “Disputed Receivables”).

14 20. The Disputed Receivables at issue in this adversary proceeding are identified in Excel
15 file named “TIFDumpWithIncome-Final.xlsx” produced by Infinity in connection with its chapter 7
16 bankruptcy case. Infinity also produced a second Excel file named “ESD Verified
17 HASOverlapDumpWith Income-Final.xlsx” which contains a subset of the Disputed Receivables
18 listed in “TIFDumpWithIncome-Final.xlsx”.

19 21. In August 2019, Chad Meyer (“Meyer”) and Michael Belotz (“Belotz”) formed
20 Tecumseh Alternatives, LLC, which is an investment advisor to and affiliate of Tecumseh. Meyer
21 and Belotz have each been owners and principals of Tecumseh Alternatives, LLC since August 2019.
22 Simon Clark (“Clark”) became an owner and principal of Tecumseh Alternatives, LLC in January
23 2021.

24 22. Prior to his termination in May 2019, Meyer worked as an independent contractor to
25 Griffin Asset Management, LLC (“GAM”), which is an investment advisor to and affiliate of
26 HASElect. Meyer participated on behalf of GAM in an initial meeting and communications with
27 Infinity and FTM relating to the HASElect Loan during late 2018 and early 2019.

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23. Belotz similarly worked as an independent contractor to GAM during 2014 and 2015.

24. Prior to his resignation in February 2020, Clark also worked as an independent contractor to GAM and was responsible for GAM's offshore division, which included HASElect. Clark participated on behalf of GAM in meetings and communications with Infinity and FTM relating to the HASElect Loan during late 2018, 2019, and early 2020 and was responsible on behalf of GAM for the negotiation and preparation of the loan documents associated with HASElect Loan.

25. On or about May 25, 2020, Tecumseh Alternatives formed Tecumseh for the purpose of entering into a business relationship with Infinity.

26. On or about June 18, 2020, Tecumseh entered into a Sub-Advisory Agreement (the "Sub-Advisory Agreement") with Infinity.

27. On or about June 24, 2020, Tecumseh entered into a Co-Investment Manager Agreement with Forget The Market, Ltd. relating to Tecumseh's business relationship with Infinity. The principals of Forget The Market, Ltd. were Debozy and Dalzell.

28. Infinity did not assign any interest in any Medical Provider Contract to Tecumseh in connection with the acquisition of any Disputed Receivable.

29. Following the execution of the Sub-Advisory Agreement, Infinity continued to enter into new Medical Provider Contracts in its own name, including new Medical Provider Contracts with South Atlanta and Viking.

30. Tecumseh did not enter into any Medical Provider Contracts with any medical provider in connection with the acquisition of any Disputed Receivable.

31. Tecumseh did not communicate directly with any medical provider in connection with the acquisition of any Disputed Receivable.

32. Following the execution of the Sub-Advisory Agreement, Infinity continued to require that personal injury plaintiffs and their attorneys execute Medical Liens in Infinity's name using the same forms used by Infinity prior to the execution of the Sub-Advisory Agreement.

33. Tecumseh did not receive any assignment of any Medical Lien from any personal injury plaintiff in connection with the acquisition of any Disputed Receivable.

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1 34. Tecumseh did not communicate directly with any personal injury plaintiff or
2 plaintiff's attorney in connection with the acquisition of any Disputed Receivable.

3 35. On or about June 19, 2020, Tecumseh issued a Receivables Purchase Order to Infinity
4 identifying approximately 258 separate accounts receivable (the "1-A Receivables") it sought to
5 acquire for a total price of \$294,465.70.

6 36. On July 13, 2020, Tecumseh issued a second Receivables Purchase Order to Infinity
7 identifying approximately 59 separate accounts receivable (the "1-B Receivables") it sought to
8 acquire for a total price of \$90,008.34.

9 37. On August 11, 2020, Tecumseh issued a third Receivables Purchase Order to Infinity
10 identifying approximately 120 separate accounts receivable (the "1-C Receivables") it sought to
11 acquire for a total price of \$178,056.19.

12 38. On August 28, 2020, Tecumseh issued a fourth Receivables Purchase Order to
13 Infinity identifying approximately 1,465 separate accounts receivable (the "1-D Receivables") it
14 sought to acquire from Infinity for a total price of \$114,323.03.

15 39. On September 15, 2020, Tecumseh issued a fifth Receivables Purchase Order to
16 Infinity identifying approximately 196 separate accounts receivable (the "1-E Receivables") it
17 sought to acquire for a total price of \$203,469.67.

18 40. On September 22, 2020, Tecumseh issued a sixth Receivables Purchase Order to
19 Infinity identifying approximately 332 separate accounts receivable (the "1-F Receivables") it
20 sought to acquire for a total price of \$481,023.10. On September 25, 2020, Tecumseh wired the
21 \$481,023.10 purchase price for the 1- F Receivables to Infinity's 8480 Account.

22 41. On September 30, 2020, Tecumseh issued a seventh Receivables Purchase Order to
23 Infinity identifying 13 separate accounts receivable (the "1-G Receivables") it sought to acquire for
24 a total price of \$55,459.80.

25 42. On October 4, 2020, Tecumseh issued an eighth Receivables Purchase Order to
26 Infinity identifying approximately 310 separate accounts receivable (the "1-H Receivables") it
27 sought to acquire for a total price of \$149,802.81.

28 ///

1 43. On October 12, 2020, Tecumseh issued a ninth Receivables Purchase Order to
2 Infinity identifying approximately 718 separate accounts receivable (the “1-I Receivables”) it sought
3 to acquire for a total price of \$209,320.99. On October 14, 2020, Tecumseh wired the \$209,320.99
4 purchase price for the 1- I Receivables to Infinity’s 8480 Account.

5 44. On October 23, 2020, Tecumseh issued a Receivables Purchase Order to Infinity
6 identifying approximately 125 separate accounts receivable (the “1-J Receivables”) it sought to
7 acquire for a total price of \$136,063.26. On October 26, 2020, Tecumseh wired the \$136,063.26
8 purchase price for the 1-J Receivables to Infinity’s 8480 Account.

9 45. On July 25, 2022, the Court entered an order granting summary judgment in
10 HASelect’s favor as to the 1-A Receivables, 1-B Receivables, 1-C Receivables, 1-D Receivables, 1-
11 E Receivables, 1-G Receivables, and 1-H Receivables.

12 46. The 1-F Receivables, 1-I Receivables, 1-J Receivables, 1-K Receivables, J-2
13 Receivables, 1-P Receivables, and the Direct Purchase Receivables remain in dispute.

14 47. On or about July 6, 2020, Tecumseh opened a checking account (ending in 8995) at
15 Bank of America (the “BOA Account”). The BOA Account is owned by Tecumseh. Infinity was
16 not an owner of the BOA Account. Infinity’s principals, Anne Pantelas and Oliver Hemmers, were
17 authorized signers on the BOA Account prior to their removal from the BOA Account in 2021.
18 However, their signatures had to countersigned by Belotz, Meyer or later Bill Dalzell.

19 48. On or about October 12, 2020, Tecumseh filed a Registration of Trade, Business &
20 Fictitious Name Certificate to do business in Delaware under the name “Infinity Health
21 Connections.” Infinity had previously filed a registration to do business in Clark County, Nevada
22 under the name “Infinity Health Connections” on or about February 17, 2016 and had regularly used
23 such name in its business operations since that time.

24 49. On or about October 29, 2020, Infinity and Tecumseh caused the fictitious firm name
25 “Infinity Health Connections” to be added to the BOA Account for the purpose of allowing Infinity
26 to deposit checks received in payment of Disputed Receivables and made payable to Infinity Health
27 Connections to the BOA Account.

28 ///

50. With the exception of certain of the 1-J Receivables and 1-P Receivables, payment for Disputed Receivables acquired after October 29, 2020 was sent directly from the BOA Account to the relevant medical providers.

51. After October 29, 2020, Tecumseh typically paid fees due to Infinity under the Sub-Advisory Agreement out of the BOA Account.

52. After November 12, 2020, amounts collected by Infinity relating to any Disputed Receivable were typically deposited directly to the BOA Account. In some cases, however, Infinity continued to deposit such collections to FSB Account before transferring funds to the BOA Account.

53. All amounts collected by Infinity relating to any Disputed Receivable prior to the Petition Date were deposited to the BOA Account either directly or by way of transfers from Infinity's Operating Account or Infinity's FSB Account.

V. CONTESTED ISSUES OF LAW

A. HASelect's Issues

1. HASelect's perfected security interest extends to all of the Disputed Receivables, including, but not limited to, the Direct Purchase Receivables, and all proceeds thereof.

2. HASelect has priority and a superior interest compared to that of Tecumseh over the Disputed Receivables, including, but not limited to, the Direct Purchase Receivables, and all proceeds thereof. Put differently, any interest claimed by Tecumseh in the Disputed Receivables is subordinate to and subject to HASelect's prior and perfected security interest in the same.

3. Any interest held by Tecumseh in the Disputed Receivables is unperfected and avoidable pursuant to 11 U.S.C. § 544.

4. HASelect is entitled to immediate possession of the Disputed Receivables, including all proceeds thereof.

5. Infinity never intended to enter into a resulting trust relationship, and to date has never identified Tecumseh as an entity for which it holds anything in trust.

6. Tecumseh is not entitled to the equitable remedy of a resulting trust because of the doctrine of unclean hands and its inequitable conduct towards HASelect.

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1 7. Traceable proceeds of HASElect's Collateral were deposited to the BOA Account
2 and used to fund the purchase of additional Disputed Receivables.

3 8. Tecumseh converted HASElect's Collateral in an amount to be proven at trial
4 through its knowing receipt and use of the proceeds of HASElect Collateral for the purchase of
5 Disputed Receivables.

6 9. HASElect held a perfected security interest in Infinity's general intangibles, which
7 includes Infinity's rights and interests under the Medical Provider Contracts through which the
8 Disputed Receivables were purchased.

9 10. Infinity held a beneficial interest in the Disputed Receivables by virtue of Infinity's
10 rights to share in any net profits realized on the Disputed Receivables as set forth in the Sub-
11 Advisory Agreement.

12 **B. Tecumseh's Issues**

13 1. **Subject Matter Jurisdiction:**

14 Tecumseh's position is that this Court lacks subject-matter jurisdiction to hear this
15 adversary proceeding. By order dated July 1, 2022 (ECF 87), the Court denied Tecumseh's motion
16 to dismiss for lack of subject-matter jurisdiction. In this regard, in *HASElect-Medical Receivables*
17 *Litigation Finance Fund International SP's Opposition to Tecumseh-Infinity Medical Receivable*
18 *Fund, LP's Motion to Dismiss All Claims for Lack of Subject Matter Jurisdiction* [ECF No. 78 at
19 14], HASElect admits that this Court's jurisdiction to enter a final judgment for its claims for
20 declaratory relief, equitable injunctive relief, conversion, and unjust enrichment are subject to this
21 Court's "related to" jurisdiction (28 U.S.C. 157(c)(1)).

22 2. **Choice of Law:**

23 South Carolina law applies with regard to the relationship between Tecumseh and Infinity
24 because that was the law they contractually agreed would control their relationship and a
25 bankruptcy court applies federal law choice of law rules to determine enforceability. *See*
26 *Restatement of Conflicts § 187(1); see CMR Mortg. Fund, LLC v. Canpartners Realty Holding*
27 *Co. IV LLC (In re CMR Mortg. Fund, LLC)*, 416 B.R. 720, 727-730; *see also* *Restatement of*
28 *Conflicts § 187(2).*

1 **3. Whether Infinity Ever Held a Legal Or Beneficial Interest In The Disputed**
 2 **Receivables:**

3 Infinity never held any ownership over Tecumseh's receivables because the accounts
 4 receivable are in no way affected by the fact that Infinity may have acted as the agent of the plaintiff
 5 for the purpose of collecting these accounts. *Comprehensive Toxicology Billing v. Nord*, 2017 U.S.
 6 Dist. LEXIS 236184, 14-07806 citing *Hirsch v. Phily*, 4 N.J. 408 (1950).

7 **4. If Infinity Held a Legal Interest In The Disputed Receivables, Whether It Did**
 8 **So Pursuant To A Purchase Money Resulting Trust:**

9 a. Controlling South Carolina establishes that where "a transfer of property is made
 10 to one person and the purchase price is paid by another, a resulting trust arises in favor of the
 11 person by whom the purchase price is paid." Restatement (Third) of Trusts § 9 (2003), which
 12 provides that Restatement (Third) of Trusts § 9 (2003); *see also Hayne Fed. Credit Union v. Bailey*,
 13 489 S.E. 2d 472, 475 (S.C. 1997) citing *Caulk v. Caulk*, S.E. 2d 600 (S.C. 1947); *see also In re*
 14 *Prince*, CA 11-01041-DD, 2011 WL 2747797, at *3 (Bankr. D.S.C. July 12, 2011).

15 b. Receivables are purchased when the seller receives the purchase price. *See*
 16 *CapCall, LLC v. Foster (In re Shoot the Moon, LLC)*, 635 B.R. 797, 813-814 (Bankr. D. Mont.
 17 2021).

18 c. HASelect cannot establish a security interest in any receivables whose proceeds
 19 were deposited into the BofA Account because HASelect has no interest in any funds in the BofA
 20 Account. *See* NRS 104.9314.

21 d. HASelect cannot trace funds in which it can establish a security interest into the
 22 purchase of any of the Direct Purchase Receivables because Nevada's UCC provides that if the
 23 funds HASelect held an interest in were deposited in the BofA account and commingled with other
 24 property, HASelect's funds are identifiable only (i) if the proceeds are "goods," or (ii) "to the
 25 extent that the secured party identifies the proceeds by a method of tracing, including application
 26 of equitable principles, that is permitted under law other than this chapter with respect to
 27 commingled property of the type involved." NRS 104.9315(2); *see also In re Skagit Pac. Corp.*,
 28 316 B.R. 330, 338 (9th Cir. BAP 2004) citing *Stoumbos v. Kilimnik*, 988 F.2d 949, 957 (9th Cir.

1 1993)); *In re Burke*, Case No. 305–31572, p. 7, 2005 Bankr.LEXIS 1886 (Bankr. D. Or. August
 2 2, 2005) (quoting *United States v. Henshaw*, 388 F.3d 738, 741 (10th Cir. 2004) (internal citations
 3 omitted)); *In re Drescher*, No. BR 12-64729-TMR7, 2013 WL 4525232, at *5 (Bankr.. Or. Aug.
 4 27, 2013).

5 e. The resulting trust cannot be voided because Tecumseh, the beneficiary, did not
 6 seek to hide assets from or prevent execution by its creditors or otherwise act with unclean hands.
 7 *See In Hayne Fed. Credit Union v. Bailey*, 489 S.E. 2d 472 (S.C. 1997); *see also In re Torrez*, 63
 8 B.R. 751, 754 (B.A.P. 9th Cir. 1986), *aff'd on other grounds*, 827 F.2d 1299 (9th Cir. 1987);
 9 *Republic Molding Corp. v. B. W. Photo Utilities*, 319 F.2d 347, 349 (9th Cir. 1963).

10 **5. Whether HASelect's lien attached to the Disputed Receivables:**

11 HASelect's lien does not attach to the Disputed Receivables because the Debtor never had
 12 rights in the Direct Purchase Receivables or, if it did, such rights were limited to its role as the
 13 resulting trustee. NRS 104.9203(2)(b); Restatement (Third) of Trusts § 42 (2003); *see also S & H*
 14 *Packing & Sales Co., Inc. v. Tanimura Distributing, Inc.*, 883 F.3d 797, 803 (9th Cir. 2018); *Hinds*
 15 *v. McNair*, 129 N.E.2d 553 (Ind. 1955).

16 **6. Whether HASelect's security interest extends to the proceeds of the Disputed** 17 **Receivables in Tecumseh's hands:**

18 HASelect's security interest in the cash proceeds of the Disputed Receivables in
 19 Tecumseh's hands became unperfected on the twenty-first day after attachment because the
 20 proceeds were comingled and, thus, not "identifiable." NRS 104.9315(4)(b).

21 **7. Whether the Disputed Receivables transferred from Infinity to Tecumseh** 22 **were subject to the Trustee's § 544 strong arm powers:**

23 The avoidance powers of Section 544 cannot apply to the Disputed Receivables because
 24 Infinity never held an interest in the Disputed Receivables such that there was no transfer (*In re*
 25 *Seibold*, 351 B.R. 741, 746 (Idaho Bankr. 2006; *In re Andrews*, 2008 Bankr. LEXIS 4492, 07-
 26 07578-LT7 (S.D. Cal. Feb. 20 2008), and because a trustee cannot avoid a valid resulting trust. *In*
 27 *re Torrez*, 63 B.R. 751, 754 (B.A.P. 9th Cir. 1986), *aff'd on other grounds*, 827 F.2d 1299 (9th
 28 Cir. 1987); *see also In re Michigan Lithographing Co.*, 997 F.2d 1158 (6th Cir. 1993); *See In re*

1 *Anchorage Nautical Tours, Inc.*, 102 B.R. 741 (B.A.P. 9th Cir. 1989).

2 **8. Whether HASelect is entitled to injunctive relief assuming that it prevails on**
 3 **its declaratory judgment claim:**

4 Tecumseh asserts that this point is moot because the parties have engaged TPL to hold and
 5 service these receivables.

6 **9. Whether Tecumseh converted any property belonging to HASelect:**

7 Even if HASelect were to prevail on its declaratory judgment, there can be no conversion
 8 here based on the undisputed facts and controlling Nevada law. *See Edwards v. Emperor's Garden*
 9 *Rest.*, 122 Nev. 317, 328, 130 P.3d 1280, 1287 (2006); *see* NRS 104.9315.

10 **10. Whether Tecumseh has been unjustly enriched:**

11 Even if HASelect were to prevail on its declaratory judgment, Tecumseh has not been
 12 unjustly enriched because HASelect cannot establish the elements necessary for a claim of unjust
 13 enrichment under Nevada law. *Nevada Industrial Dev. V. Benedetti*, 103 Nev. 360, 363 n. 2, 741
 14 P.2d 802, 804 n. 2 (1987); *Unionamerica Mtg. v. McDonald*, 97 Nev. 210, 212, 626 P.2d 1272,
 15 1273 (1981); *Hillcrest Invs., Ltd. v. Am. Borate Co.*, No. 215CV01613RFBGWF, 2016 WL
 16 5796853, at *6 (D. Nev. Sept. 30, 2016).

17 **11. Whether HASelect is estopped from claiming a lien on interest in the Disputed**
 18 **Receivables:**

19 HASelect is estopped from claiming an lien in the Disputed Receivables because HASelect
 20 repeatedly and knowingly released funds from the Infinity account that it controlled to Tecumseh,
 21 failed to raise its claimed lien when litigating the relationship between Tecumseh and Infinity in
 22 the suit it filed in Illinois state court, and Tecumseh relied to its detriment on HASelect's failure
 23 to raise its lien earlier. *Boyd v. Bellsouth Tel. Tel. Co., Inc.*, 369 S.C. 410, 422, 633 S.E.2d 136,
 24 142 (2006); *Strickland v. Strickland*, 375 S.C. 76, 84–85, 650 S.E.2d 465, 470 (2007); *Pro-Max*
 25 *Corporation v. Feenstra*, 117 Nev. 90, 95, 16 P.3d 1074, 1078 (2001).

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12. Whether HASElect is barred by waiver or laches from claiming a lien on the Disputed Receivables:

HASElect is barred by the equitable doctrines of waiver and laches from claiming an lien in the Disputed Receivables because HASElect voluntarily and intentionally relinquished its right, if any, to claim such a lien on the Disputed Receivables by releasing funds from the Infinity account that it controlled to Tecumseh, failing to raise its claimed lien when litigating the relationship between Tecumseh and Infinity in the suit it filed in Illinois state court, causing Tecumseh to rely to its detriment on HASElect's failure to raise its lien earlier. *Parker v. Parker*, 313 S.C. 482, 487, 443 S.E.2d 388, 391 (1994); *Building & Constr. Trades v. Public Works*, 108 Nev. 605, 611(1992).

13. Whether Infinity was a fiduciary of Tecumseh:

Infinity, as a sub-advisor to Tecumseh, owes fiduciary duties to Tecumseh pursuant to the Investment Company Act of 1940, which ascribes to a sub-advisor the same duties to a fund as the investment advisor. *SEC v. Criterion Wealth Mgmt. Servs., Inc.*, 599 F. Supp. 3d 932, 948 (C.D. Cal. 2022)(citing *SEC v. Capital Gains Rsch. Bureau, Inc.*, 375 U.S. 180, 194 (1963)).

Most of these issues have been extensively briefed by Tecumseh in connection with the three motions for summary judgment that the Court has decided. *See* ECF No. 74, 90, 131, 197. Thus, Tecumseh directs the Court's attention to its summary judgment briefing.

VI. EXHIBIT LOG

A. HASElect's Exhibit Log is attached.

See below list of Exhibits. HASElect's more detailed Exhibit Log is attached hereto for the Court's use as **Exhibit A**.

Identification		Description of Exhibit
#	Witness	
1		Loan and Security Agreement 2-26-2019

2		Infinity Capital Management UCC-1 Filed
3		HAS-FTM Sub-Advisory Agreement
4		Amendment 1 to Loan and Securities Agreement between HAS and Infinity - July 23 2019
5		First Amended Loan and Security Agreement 8-30-2019
6		HAS-FTM.Infinity.Second Amended Restated. Loan and Security Agmt.w. Promissory Note. exc.12.18.2019
7		HAS-2 Draw Request
8		HAS-5 Draw Request
9		HAS-22 Draw Request
10		20181121 Email Re_ Follow ups
11		20181210 Email RE Blanket lien draft

12		20181212 Email RE_ Blanket lien draft
13		20190131 Email RE_ Sample Cash Draw Transaction & Support
14		20190201 Email RE Sample Cash Draw Transaction & Support
15		20190214 Email re loan FTM amounts
16		20190214 Email Re_ Comments on Loan Agreement and Note
17		20190226 Email RE_ Urgent Hedgeact update
18		20190304 Email FW_ My Thoughts on Infinity - Simon
19		20200217 Email RE_ Upcoming visit
20		20200220 Email Re_ Infinity's 5 Focus Areas
21		20200221 Email Re_ Infinity 2019 audit

22		20200222 Email Movin' On
23		20200301 Email re FTM HA Agreement
24		20200301 Email Re FTM HA Agreement
25		20200309 Email Re Touching Base
26		20200324 Email Re Write-up for Infinity
27		20200325 Email re sociopath
28		20200326 Email Re Additional receivables information
29		20200328 Email RE_ Notes from the call
30		20200409 Email RE_ NDA and signature page
31		20200413 Email RE_ NDA and signature page

32		20200416 Email RE_ Infinity Agree
33		20200416 Email RE_ NDA and signature page
34		20200418 Email RE_ Updated proposal for Infinity
35		20200424 Email RE_ Potential deal for Infinity
36		20200507 Email RE_ Quick question
37		20200521 Email Re_ The Deck
38		20200530 Email re Notice of Default
39		20200522 Email FW The Deck
40		20200522 Email RE_ The Deck
41		20200525 Email RE_ Agreement

42		20200526 Email Further Information
43		20200526 Email RE_ Further Information
44		20200529 RE_ DD report
45		20200529 Email RE_ entity_personally
46		20200529 Email RE_ Proposed role of Infinity
47		20200531 Email FW_ Tecumseh-Infinity Medical Receivables Fund, LP - PPM
48		20200601 Email re Types of receivables
49		20200601 Email Re_ entity
50		20200602 Email re Monthly Report with Spread
51		20200602 RE_ introductory remarks

52		20200603 My script for the webinar
53		20200606 Email to Furkan Baran
54		- 20200608 HAselct-FTM Fund Update
55		20200612 Email re Griffin's Request Denied
56		20200617 Email re Analysis of HA receivable performance
57		20200617 Email RE_ short agenda - How to
58		20200618 Email RE_ TI fund and the fee
59		20200618 Re_ TI fund and the fee (signed SAA)
60		20200618 Email Re_ TI fund and the fee
61		20200618 Sub-Advisory Agreement

62		20200623 Email re Stamp Removal
63		20200626 Email re Brief summary of batch 1
64		20200626 Email RE_ Purchase Order update
65		20200709 Email re GPMicro License Agreement
66		20200709 Email RE_ Bill of Sale
67		20200711 Email Re_ Thinking outside the box
68		20200712 Final re decision
69		20200713 Email re Second PO for the Tecumseh-Infinity Fund
70		20200730 Email to Elliot Orsillo re Infinity DD Report
71		20200810 Email RE_ Some potential good news and update on housekeeping items for the BOA account

72		20200810 RE_ Revised July Report
73		20200811 Email re Purchase Order number 3
74		20200812 Email RE_ Investor portfolio data
75		20200826 Email re Due Diligence Questions
76		20200908 Email RE_ Open Balance for Batch 4
77		20200919 Email RE_ UCC
78		20200925 Email RE_ Purchase Order 1-F-9-15
79		20200925 Email Re_ Wire
80		20200928 Email re Conversation with Infinity
81		20201001 Email Re BV Sales Receipt #1091

82		20201004 Email Re BV Sales Receipt 1095
83		20201007 Email RE_ Do you have a few minutes
84		20201020 Email re NAV
85		20201021 Email RE_ NAV
86		20201022 Email Re_ Great news!
87		20201029 Email RE_ Bank Transfer
88		20201029 Email FW_ DBA of Infinity Health Connections to Bank of America Account - named Tecumseh-Infinity Medical Receivables Fund
89		20201103 Email re Documents needed for DBA for Bank
90		20201105 Email re Call with Anne and Oliver
91		20201109 Email re 1st draft Infinity negotiation letter

92		20201121 Email RE_ Proposed Deferred Compensation
93		20201123 Email re Infinity Call Update
94		20210122 Email re December Purchase Orders
95		20210124 Email RE_ Infinity's FTM collateral
96		20210205 Email RE_ Do you have time for a call
97		20210225 Email RE_ 4th Q reconciliation
98		20210305 Email RE_ Tecumseh - Finance Report October 2020
99		20210306 Email re A simple solution. - Simon
100		20210511 Email Fwd_ In Kind Transfer of Three Bell Client Assets
101		20210617 Email re Analysis of HA receivable performance

102		20210621 Email RE_ Receivable review
103		20210706 Email RE_ Loan Amount
104		20210716 Email RE_ Any updates on the HAS negotiations
105		20210910 Email re RX Portal on Solutions is working
106		20210803 Email re Flyer preview
107		20210804 Email RE_ Call today
108		20210817 Email RE_ Open position report
109		20211025 Email re Portal Copyright Changed
110		20210825 Email re Amount outstanding from Infinity to Tecumseh
111		20210826 Email RE_ Amount outstanding from Infinity to Tecumseh

112		20210901 Email RE_ Call
113		20210903 Email Funding Request - September #1
114		20210913 Email Re Name Replacements
115		20210914 Email re Move Status
116		20210916 Email RE_ Client Info Edition 29
117		20210923 Email Re Infinity Capital_ Tecumseh Sole Receivables
118		20210923 Email re Updated Company Roster
119		20210926 Email re Rx Portal
120		20210927 Email FW_ Stacey Cole DOB 3_4_1972
121		20211006 Email re Corrections to Statements

122		20211006 Email RE_ Amber Perez
123		20211009 Email re Modified Template Files
124		20211011 Email RE_ Lien Reduction_ Keith Smith
125		20211012 Email re Tecumseh Termination
126		20211014 Email Re_ Shayvon Chambliss
127		20211203 Email re infinity health flyer
128		GoDaddy.com Emails re Forwarding
129		Tecumseh - Infinity Sub Advisory Agreement executed 6-18-20
130		TI-FTM Co-Management Agreement
131		Tecumseh SEC Filing

132		20220404 Tecumseh ADV Form
133		GAM et al. v. Meyer et al. - Case No. 2020-CH-04427 - Complaint
134		Combined Tecumseh Purchase Orders (A-K)
135		June 26, 2020 Assignment and Bill of Sale
136		July 23, 2020 Assignment and Bill of Sale
137		August 12, 2020 Assignment and Bill of Sale
138		September 10, 2020 Assignment and Bill of Sale
139		September 16, 2020 Assignment and Bill of Sale
140		September 30, 2020 Assignment and Bill of Sale
141		October 4, 2020 Assignment and Bill of Sale

142		NSB 8480 Statements (Mar 2019 - Dec 2020)
143		NSB 6375 Statements (Apr-Dec 2020)
144		NSB IHS Statement (Oct 2021)
145		BOA Account Statements
146		BOA Account Check Deposits
147		Full_MRLFI_Redemption
148		20200530 HAS Default Notice
149		HSA Demand Letter
150		Patient Lien Example
151		Copy of TIFDumpWithIncome-Final - Landscape

152		1-F Accounts with Payment Cleared Dates
153		1-I Accounts with Payment Cleared Dates
154		1-J Accounts with Payment Cleared Dates
155		J-2 Accounts with Payment Cleared Dates
156		1-P Accounts with Payment Cleared Dates
157		20210128 Email FW Tecumseh-Infinity 4th Qtr
158		S-1A Collections through 20210630
159		S-1B Collections through 20210630
160		S-1C Collections through 20210630
161		S-1D Collections through 20210630

162		S-1E Collections through 20210630
163		S-1F Collections through 20210630
164		S-1I Collections through 20210630
165		S-1J Collections through 20210630
166		S-1H Collections through 20210630
167		J-2 Collections through 20210630
168		S-1P Collections through 20210630
169		Stat Diagnostic Contract
170		Stat Diagnostics Payment Example
171		Stat Diagnostics LOP Example (55236_690 - Thompson, Michael - Attorney Lien)

172		Preva Contract
173		Preva Payment Example
174		Preva LOP Example (140548_1511 - Pfeifer, Briana - Attorney Lien)
175		Viking Contract
176		Viking Payment Example
177		Viking LOP Example (149533_2189 - Reyes, Marcelino - Attorney Lien)
178		South Atlanta MUA Center Contract
179		South Atlanta MUA LOP Example (143457_632- Welburn, James - Providers Patient Lien)
180		20191114 HealthPlus Imaging Contract
181		20191029 Oliver Email re HealthPlus

182		HAS-FTM Infinity Draw Request HAS-18
183		20210706 Mediation Agreement Signed by HPI and ICM
184		20200529 Email re 506 Group Member Interest - Eric Branfman
185		20200529 Email re 506 Group Member Interest
186		20200529 Email re Tecumseh Medical Receivables Fund
187		20200601 Email re 506 Group Investors (Medical Receivables Fund)
188		20200601 Email re 506 Group Investors
189		20200601 Email Re Tecumseh-Infinity Medical Receivables Fund
190		20200621 Email Re Medical Receivables
191		20210311 Em RE Financial Statements 2020

192		Peachtree Ortho Contract
193		Independent Physical Therapy of Georgia dba Benchmark Contract
194		MD Pain Care Contract
195		NonSurgical Ortho Contract
196		Resurgens PC Contract
197		Contract Outpatient Imaging Contract
198		Peachtree Orthopedic at Perimeter Contract
199		Peachtree at Piedmont Contract
200		Surgery Center of Athens Contract
201		Special Procedures at Summerlin Contract

202		Durango Outpatient Surgery Center Contract
203		North Fulton Medical Contract
204		Pain Management Contract
205		Pain Care Center of GA Contract
206		Safeway Driver Fitness Contract
207		Woodlands Specialty Hospital Contract
208		Peak Ortho Contract
209		Arizona Pain Treatment Contract
210		Resurgens Ortho Contract
211		Georgia Spine & Ortho Contract

212		Hatesh Ranchod Contract
213		North Fulton Contract
214		Health Images South Denver Contract
215		Anesthesiology Consultants Contract
216		Infinity Diagnostics LLC Contract
217		Buena Vista Contract
218		Georgia Eye Physicians Contract
219		Polaris Center Contract
220		Arizona Pain Treatment Centers Contract
221		Perimeter Outpatient Contract

222		Perimeter Ortho Contract
223		North Atlanta Surgical Contract
224		Northside Hospital Contract
225		Assignment and Bill of sale - Buena Vista
226		The Physicians Spine & Rehab Contract
227		North Atlanta Surgery Center Contract
228		Georgia Pain & Wellness Contract
229		Georgia Pain & Spine Solutions Contract
230		Peachtree Neurosurgery Contract
231		Northside Hospital Contract

232		The Physician's Atlanta Surgery Center Contract
233		Pain Consultants of Atlanta Contract
234		Atlas Orth Contract
235		The Injury Specialists Contract
236		Regenerative Ortho & Spine Contract
237		Jeffrey Goldberg Contract
238		AHI Contract
239		Pharmacy Benefit Management Contract
240		American Health Imaging Contract
241		Athens Orthopedics Clinic Contract

242		Atlanta Dermatology and Laser Surgery Contract
243		Center for Spine & Pain Medicine Contract
244		ColdCo Therapies Contract
245		Ensign Legal Support Services Contract
246		Joint Active Systems Contract
247		Legacy Brain Contract
248		Parkaire Consultants Contract
249		Peachtree Ortho Contract
250		Polaris Spine & Neurosurgery Center Service Contract
251		Psychological Diagnostic Center Contract

252		Topple Diagnostics Contract
253		Tobin Contract
254		Evans Procedure Center Contract
255		Resurgens Contract
256		Northwest Georgia Orthopaedic Surgery Center Contract
257		Orthopaedic Solutions Contract
258		Orthopedic South Surgical Partners Contract
259		Resurgens East Surgery Center Contract
260		Resurgens Fayette Surgery Center Contract
261		Resurgens Surgery Center Contract

262		Roswell Surgical Center Contract
263		Georgia Pain and Wellness Contract
264		Georgia Spine Contract
265		Advanced Pain Contract
266		Eisenman Contract
267		Bethea Contract
268		Perimeter Contract
269		Carrolton Orthopedics Contract
270		Polaris Outpatient Contract
271		The Hand & Upper Extremity Center of GA Contract

272		XL2XS Contract
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B. Tecumseh's Exhibit Log is attached.

See below list of Exhibits. Tecumseh's more detailed Exhibit Log is attached hereto for the Court's use as **Exhibit B**.

Identification		Description
#	Witness	
A-1		List of Disputed Receivables
A-2		List of Disputed Receivables -- Overlap
A-3		Sub-Advisory Agreement Tecumseh-Infinity Medical receivables Fund LP dated 6/18/2020 (TEC002976 - 002984)
A-4		Tecumseh-Infinity MR Fund List of Receivables for Series-1/Intake B (TEC002985 - 002987)
A-5		Tecumseh-Infinity MR Fund - Analyed List of Receivables for Series 1/Intake F (Batch 6, 7 & 8) (TEC007067 - 007071)
A-6		Tecumseh-Infinity MR Fund - Analyzed List of Receivables for Series 1/Intake I (Batch 12 A&B) (TEC007072 - 007087)
A-7		Tecumseh-Infinity MR Fund - Analyzed List of Receivables for Series 1/Intake J (Batch 14-A) (TEC007088 - 007094)
A-8		Excerpts from Nevada State Bank Acct. 6375 -- Infinity Capital Management -- re 1-F, 1-I & 1-J Receivables
A-9		Tecumseh-Infinity MR Fund List of Receivables for Series-1/Intake K (Batch DP-1 (TEC003110 - 003113))
A-10		9/22/2020 Tecumseh Receivables Purchase Order PO#1-F-9-15 (TEC007271)
A-11		10/12/2020 Tecumseh Receivables Purchase Order PO# 1-I-10-18 (TEC007281)
A-12		Tecumseh - Infinity MR Fund - List of Receivables for Series-1/Intake I (Batch 13) PO# 1-I-10-18 (TEC007282 - 007301)
A-13		10/23/2020 Tecumseh Receivables Purchase Order PO# 1-J-10-19 (TEC007307)

1			
2	A-14		Tecumseh – Infinity MR Fund - List of Receivables for Series-1/Intake J (Batch 14-B) PO# 1-J-10-19 (TEC007309 - 007312)
3	A-15		Tecumseh – Infinity MR Fund - List of Receivables for Series-1/Intake J (Batch 14-C) PO# 1-J-10-19 (TEC007313 - 007320)
4	A-16		10/30/2020 Tecumseh Receivables Purchase Order PO# 1-K-10-20 (TEC007321)
5	A-17		Reconciliation to Tecumseh's BofA Account Statements (TEC0003191 - 003287)
6	A-18		10/31/2020 - 9/30/2021 Tecumseh-Infinity Medical Receivables Fund LP Bank of America Statements
7			
8	A-19		6/30/2020 - 9/30/2022 Tecumseh-Infinity Medical Receivables Fund, LP Northbrook Bank & Trust Co. Statements account ending 1991 (TEC003581 - 003657)
9			
10	A-20		BofA Account Tracing Analysis (TEC003658 - 003659)
11	A-21		Email re FW: DBA of Infinity Health Connections to Bank of America Account - named Tecumseh-Infinity Medical Receivables Fund
12			
13	A-22		Email re [ENCRYPT] RE: DBA of Infinity Health Connections to Bank of America Account - named Tecumseh-Infinity Medical Receivables Fund
14			
15	A-23		6/25/2020 Email from Oliver Hemmers to C. Meyer & M. Belotz re Purchase Order Update (TEC003122 - 003123)
16			
17	A-24		7/20/2020 Letter from Infinity to American Health Imaging re pre-authorization for patient MRI without Contrast (TEC0003187 - 003188)
18	A-25		10/10/2020 Health Insurance Claim Form Benchmark Physical Therapy (TEC0003189 - 003190)
19	B-26		10/20/2020 Email chain between Oliver Hemmers and Mike Belotz re NAV (TEC0003443 - 003446)
20			
21	B-27		2/17/2021 Order issued in Circuit Court of Cook County, Illinois, Chancery Division Case No. 2020 CH 4427 Griffin Asset Management LLC et al. V. Chadwick Meyer, et al. (TEC003450 - 003454)
22			
23	B-28		Case Information Summary for Circuit Court of Cook County, Illinois, Chancery Division Case No. 2020 CH 4427 Griffin Asset Management LLC et al. V. Chadwick Meyer, et al. (TEC003455 - 003474)
24			
25	B-29		6/30/2020 - 10/29/2021 Infinity Capital Management Nevada State Bank statements Account No. ending 6375 (TEC007095 - 007160)
26	B-30		Investor Reports - Native Spreadsheets TEC003661B
27	B-31		Investor Reports - Native Spreadsheets (TEC003660 - 003661)
28	B-32		2020 Tax Filing

1	B-33	2021 Tax Filings (TEC003662 - 007066 (both 2020 and 2021))
2	B-34	2/26/2019 HASElect Original Loan and Security Agreement (TEC007167 - 007184)
3	B-35	12/18/2019 HASElect Second Amd & Rest Loan and Security Agreement (TEC007185 - 007199)
4	B-36	9/6/2019 Email re wires (REV_00508184) (TEC007200)
5	B-37	7/15/2021 Email re July reporting (REV_00002039) (TEC007201 - 007203)
6	B-38	6/25/2021 Email re June collection wires released (REV_00003245) *TEC007204 - 007207)
7	B-39	10/29/2020 Email re Business Authorization & Cert (REV_00499718 - 00499719) (TEC007208 - 007210)
8	B-40	9/29/2021 Dkt. 47 Case No. 21-14486 Schedules (REV_00532605) (TEC007211 - 007225)
9	B-41	3/23/2021 Email re wire into account (REV_00504656) *TEC007226 - 007229)
10	B-42	12/23/2020 Patient Assignment (REV_00019347) (TEC007230 - 007233)
11	B-43	1/17/2020 Business Associate Agreement (REV_00058230) (TEC007234 - 007240)
12	B-44	2/4/2021 Email re Funding Request (REV_00015212) (TEC007241 - 007243)
13	B-45	2/4/2021 Infinity Authorization (REV_0015213) (TEC007244)
14	B-46	2/26/2021 Health Insurance Claim Form – Shannon Galbreath (TEC007245 - 007249)
15	B-47	3/22/2021 Payment to Provider (REV_00135414) (TEC007250 - 007251)
16	B-48	9/7/2021 Email re Request for Payment (REV_00000254) (TEC007252)
17	B-49	9/7/2021 Email re Request for Payment (REV_00000254) (TEC007253)
18	B-50	1/7/2015 Service Agreement/Contract (REV_00058232) (TEC007254 - 007258)
19	C51	4/16/2021 Invoice (REV_00502523) (TEC007259)
20	C-52	1/13/2021 Email re Infinity Report (REV_00512749) (TEC007260 - 007262)
21	C-53	2/19/2021 Email re 4th Quarter Reconciliation (REV_00013191) (TEC007263 - 007265)
22	C-54	7/15/2021 Email re July Funding Request #1 (REV_00134227 – 00134228) (TEC007266 - 007268)
23	C-55	7/13/2021 Email re Funds Needed for Bank (REV_00513523 – 00513524) (TEC007269 - 007270)
24	C-56	7/16/2021 Email from Jon Porter to Ann Pantelas re update on HAS negotiations (REV_00002032) (TEC007325 - 007326)
25	C-57	6/15/2021 Email from Oliver Hemmers to Will Martin re reach out to Three Bell Capital (REV_00003975) *TEC007327)

1			
2	C-58		11/4/2020 Email re Tecumseh's dba & Supporting Docs (REV_00499839 - 00499840) (TEC007328 - 007335)
3	C-59		10/29/2020 Email re seeking funds (REV_00499724) (TEC007336 - 007338)
4	C-60		9/30/2020 Nevada State Bank Statement Tecumseh Wire from NAV (21-01167-57-17) (TEC007339 - 007343)
5	C-61		10/30/2020 Nevada State Bank Statement Tecumseh Wire from NAV (21-01167-57-26) (TEC007344 - 007349)
6	C-62		7/15/2021 Email from Oliver Hemmers to Anne Pantelas, and Igor Shleypak re July Reports (REV_00002052) (TEC007354 - 007356)
7	C-63		4/8/2021 Infinity Health Insurance Form (REV_00008378) (TEC007357 - 007362)
8	C-64		2/15/2021 Email from Renee Infinity Health to dMorley@swanklawgroup.com re payment to provider (REV_00013975) (TEC007363 - 007370)
9	C-65		1/9/2021 Health Insurance Claim Form Sandra Harris (REV_00016608) (TEC007371 - 007376)
10	C-66		1/6/2021 Health Insurance Claims Form (REV_00017218) (TEC007377 - 007379)
11	C-67		11/5/2020 Contract with Provider (REV_00017220) (TEC007380 - 007382)
12	C-68		12/14/2020 Email from Renee Infinity Health to Priscilla Espinosa re Request for Payment (REV_00020789) (TEC007383 - 007384)
13	C-69		11/30/2020 Infinity Authorization (REV_00022388) (TEC007385)
14	C-70		11/6/2020 Patient Assignment (REV_00022507) (TEC007386 - 007388)
15	C-71		11/11/2020 Email from Miranda Pope to Felecia Infinity Health re Funding Request (REV_00024373) (TEC007389 - 007394)
16	C-72		11/11/2020 Infinity's Authorization (REV_00024411) (TEC007395)
17	C-73		11/2/2020 Email from Intake Infinity Health to Referral@theinjuryspecialists.com & support@theinjuryspecialists.com re Funding Request (REV_00025630) (TEC007396 - 007397)
18	C-74		9/21/2020 Email from Felecia Infinity Health to Katie Serzynsk, Kevin Collins & Amber Daniel re Funding Request (REV_00030917) (TEC007398 - 007399)
19	C-75		9/21/2020 Infinity Authorization (REV_00030918) (TEC007400)
20	D-76		6/21/2020 Patient Assignment (REV_00039157) (TEC007401 - 007403)
21	D-77		6/2/2020 Purchase & Sale Agreement - Preva (REV_00041139) (TEC007404 - 007410)

1	D-78	3/17/2020 Infinity Service Agreement/Contract (REV_00046940) (TEC007411 - 007415)
2	D-79	9/20/2019 Purchase & Sale Agreement Cuevas (REV_00070068) (TEC007430 - 007435)
3	D-80	1/19/2021 Copy of Check #1627 (REV_00135227) (TEC007436 - 007439)
4	D-81	1/19/2021 Payment to Provider (REV_00135228) (TEC007440 - 007441)
5	D-82	12/22/2020 Copy of Check #1593 (REV_00136367) (TEC007442)
6	D-83	12/22/2020 Payment to Provider (REV_00136368) (TEC007443 - 007444)
7	D-84	3/17/2020 Infinity Service Agreement/Contract (REV_00365990) (TEC007445 - 007449)
8	D-85	3/22/2021 Email from Anne Infinity Health to Mike Belotz, Oliver Hemmers & Chad Meyer re Checking in (REV_00504660) (TEC007450 - 007451)
9	D-86	10/28/2021 Dkt. Case No. 21-14486 Amended Schedules (REV_00532606) (TEC007453 - 007459)
10	D-87	[DKT 35] Simon Henry Clark's Counterclaim and Third-Party Complaint(United States District Court for the Northern District of Illinois Easter Division – Case No. 22-cv-04269) (TEC007460 - 007504)
11	D-88	September 30, 2020 Monthly Account Statement for Infinity's Nevada State Bank account ending in 6375
12	D-89	September 30, 2020 Assignment and Bill of Sale for the 1-G Accounts
13	D-90	October 4, 2020 Assignment and Bill of Sale for the 1-H Accounts
14	D-91	October 30, 2020 Monthly Account Statement for Infinity's Nevada State Bank account ending in 8420
15	D-92	July 11, 2020 Email from Mike Belotz to Endre, et al. re Three Bell Capital
16	D-93	August 17, 2021 Email from Bill@ftm-Investments to Mike Belotz and Ann Pantelas re Open Position Reports with Attached Collections Report
17	D-94	Chadwick Meyer's Complaint for Declaratory, Monetary and Other Relief (In the Circuit Court of Cook County, Illinois, County Department, Cancery Division - Case No. 2019CHI4290)
18	D-95	Form ADV - Annual Amendment - All Sections / Griffin Asset Management LLC
19	D-96	Form ADV - Other-Than-Annual Amendment / Griffin Asset Management LLC
20	D-97	Form ADV - Annual Amendment - All Sections / Griffin Asset Management LLC
21	D-98	10/17/2019 Email from Oliver Hemmers to Debbie Griffin & Endre Dobozy re Draw Request

1	D-99	3/1/2020 email from Mike Belotz to Chad Meyer re FTM HA Agreement
2	D-100	3/9/2020 Email from Endre@ftm-investments.com to Chad Meyer re Touching Base
3	E-101	3/28/2020 Email from Bill@ftm-investmenets.com re Notes from the callcall
4	E-102	5/7/2020 Email from Endre@ftm-investments.com to Chad Meyer RE_ Quick question
5		
6	E-103	6/17/2020 Email from Anne Pantelas to Chad Meyer, Mike Belotz, Endre@ftm-investments.com, Bill@ftm-investments.com, Oliver Hemmers & Simon Clark re short agenda - How to
7		
8	E-104	8/10/2020 Email from Bill@ftm-investments.com to Chad Meyer and Mike Belotz RE Revised July Report
9		
10	E-105	8/12/220 Email from Bill@ftm-investments.com to Mike Belotz, Chad Meyer and Li-Chiun Su RE Investor portfolio data
11		
12	E-106	6/29/2020 Email from Anne Pantelas to ImanIqbai-LAS VEGAS NV, Oliver Hemmers, Chad Meyer FW_ DBA of Infinity Health Connections to Bank of America Account - named Tecumseh-Infinity Medical Receivables Fund
13		
14	E-107	11/23/2020 Email from Endre@ftm-investments.com to Chad Meyer, Mike Belotz, Bill@ftm-investments.com and Brenda Dalzell re Infinity Call Update
15		
16	E-108	3/5/2021 Email from maristela@infinitycapital.com to Mike Belotz, bill@ftm-investments.com RE Tecumseh - Finance Report October 2020
17		
18	E-109	10/12/2021 Email from Oliver Hemmers to Mike Belotz and Anne Pantelas re Tecumseh Termination
19	E-110	Signed TI-FTM Agreement dated 6/24/2020
20	E-111	HASelect's Financial Statements and Independent Auditors' Report dated December 31, 2020
21	E-112	6/11/2020 Demand Letter from Attorney Michael L. Gesas to Anne Pantelas [INFINITY 001436-001455]
22		
23	E-113	Saul Ewing Anstein July 10, 2020, Letter w/o attachment, July 10, 2020 [Infinity 000967-000971]
24	E-114	Infinity Capital Management, Inc. Financial Statements – December 31, 2019 Infinity audit 12/31/2019 (2) (TEC000357)
25	E-115	HASELECT-FTM MEDICAL RECEIVABLES LITIGATION FINANCE FUND SP, FEBRUARY 26, 2019 TO DECEMBER 31, 2019, AUDIT REPORT
26		
27	E-116	HASELECT-FTM MEDICAL RECEIVABLES LITIGATION FINANCE FUND SP, DECEMBER 31, 2021, AUDIT REPORT
28		

1			HASELECT-FTM MEDICAL RECEIVABLES LITIGATION FINANCE
2	E-117		FUND SP, DECEMBER 31, 2022, AUDIT REPORT
3	E-118		Proof of Claim No. 8 dated 12/22/2021 (Case No. 21-14486) – Creditor HASElect-Medical Receivables Litigation Finance Fund International SP [ECF 65]
4	E-119		Griffin-ADV-2022-March-11 [E-mail dated 7/24/2023 from John Seem to MN re:
5	E-120		Griffin-ADV-2022-June-28 [E-mail dated 7/24/2023 from John Seem to Mike Napoli re: Griffin's form ADV: email #2]
6	E-121		Griffin-ADV-2023-March-27 [E-mail dated 7/24/2023 from John Seem to Mike Napoli re: Griffin's form ADV: email #2]
7	E-122		5/30/2020 Email from Mike Griffin to Oliver Hemmers and Ann Pantelas with attached Notice of Default to Infinity [Production of
8	E-123		Notice of Default to Infinity dated 5/30/2020
9	E-124		Griffin Asset Management LLC and HASELECT-FTM Medical Receivables Litigation Finance Fund SP, Complaint [Filed as Exhibit 5 to ECF NO. 126, 21- 01167]
10	E-125		Resignation Letter, Alternative Investment Specialist Ltd and FTM Ltd, Dated: June 7, 2020
11	F-126		2/22/2020 Email from Simon Clark to Mark Young, et al. re Movin' On
12	F-127		11/21/2018 Email from Chad Meyer to Endre Meyer re Follow ups
13	F-128		3/24/2020 Email from Endre to Chad Meyer and Mike Belotz re Write-up for Infinity
14	F-129		4/9/2020 Email from Endre to Mike Belotz and Chad Meyer re NDA and signature page
15	F-130		4/14/2020 Email from Endre to Mike Belotz and Chad Meyer re NDA and signature page
16	F-131		4/18/2020 Email from Endre to Mike Belotz re Updated proposal for Infinity
17	F-132		6/8/2020 Email from Endre to Chad Meyer and Mike Belotz re HASElect- FTM Fund Update
18	F-133		8/10/2020 Email from bill@ftm-investments to Chad Meyer and Mike Belotz re Revised July Report
19	F-134		8/12/2020 Email from bill@ftm-investments to Mike Belotz, Chad Meyer and Li-Chiun Su re Investor portfolio data
20	F-135		9/19/2020 Email from bill@ftm-investments to Chad Meyer and Oliver Hemmers re UCC?
21	F-136		9/28/2020 Email from Endre to Chad Meyer, Mike Belotz, bill@ftm- investments and Brenda Dalzell re Conversation with Infinity

1	F-137	2/25/2021 Email from Endre to Mike Belotz re 4th Q reconciliation
2	F-138	7/6/2021 Email from Oliver Hemmers to Jon Porter and Will Martin re Loan Amount
3	F-139	7/16/201 Email from Anne Pantelas to Jon Porter re Any updates on the HAS negotiations?
4	F-140	Infinity Capital Management Inc. Balance Sheet
5	F-141	7/7/2021 Email from Oliver Hememrs to Hedgact re June 2021 Cash Application Reporting Inquiry
6	F-142	7/15/2021 Email from Oliver Hemmers to Info@HedgAct re Follow Up on 6/24 email Re: 2021 Updated Master Loan Agreement (MLA) Schedule of FTM Note Balances
7	F-143	6/25/2021 Email from Oliver Hemmers to Info@HedgeAct re Wires Released Re: Please set up June collection wires today (6/25) Fwd: ShareFile Activity Notification \$125,909.70
8	F-144	3/23/2021 Email from Anne Infinity Health to Mike Belotz and Chad Meyer re Checking in
9	F-145	Assignment of Benefits/Medical Lien and Security Agreement dated 12/23/2020
10	F-146	2/4/2021 Email from Felicia Infinity Health to Miranda Pope re Physician Followup Treatment Request – Shannon Galbreath
11	F-147	2/4/2021 Ltr from Michelle Newcomb at Infinity Health Connections to Non-Surgical Orthopedics, PC re Scheduling (Shannon Galbreath)
12	F-148	Health Insurance Clam Form dated 2/26/2021 – Shannon v. Galbreath
13	F-149	3/22/2021 Ltr from Michelle Newcomb at Infinity Health Connections to Non-Surgical Orthopaedics PC re Carolina Arciniegas, Caprice Banks, Shannon Galbreath, Shirley McCarthy and Janell Washington
14	F-150	9/7/2021 Email from Felicia Infinity Health to Summer Bressoud re Shannon Galbreath
15	G-151	9/7/2021 Email from Felicia Infinity Health to Summer Bressoud re Shannon Galbreath
16	G-152	1/7/2015 Service Agreement/Contract between Non-Surgical Orthopaedics PC and The Center for Spine Procedures
17	G-153	Invoice to Tecumseh-Infinity MRF for Acquisition Fee for AR purchases up to 04.16.21
18	G-154	June 2021 Deposit Summary Report - Tecumseh-Infinity Medical Receivables
19	G-155	Deposit Summary Report - Tecumseh-Infinity Medical Receivables
20	G-156	Benchmark Physical Therapy Statement
21	G-157	The Physicians Spine & Rehabilitaton Specialists of Georgia Statement

1			1/13/2021 Email from Oliver Hemmers to Info@HedgeAct re HedgeACT
2	G-158		Fund December 2020 Payments Unresolved items
3	G-159		BofA Transaction Screenshot
4	G-160		2/19/2021 Email from Oliver Hemmers to Mike Belotz re 4th Quarter Reconciliation
5	G-161		7/15/2021 Email from bill@ftm-investments to Mike Belotz re July Funding Request #1
6	G-162		7/13/2021 Email from Oliver Hemmers to bill@ftm-investments re Funds needed for Bank
7	G-163		6/15/2021 Email from Oliver Hemmers to Will Martin re Update
8	G-164		10/29/2020 Email from Anne Pantelas to Chad Meyer re Bank Transfer
9	G-165		6/27/2019 Service Agreement/Contract between Center for Spine & Pain Medicine PC and Infinity Capital Management/Infinity Health Connections.
10	G-166		List of Receivables for Funding Draw HAS-22
11	G-167		1/1/2018 - 12/31/2018 Income Statement - Infinity Capital Management, Inc.
12	G-168		12/12/2018 Email from Oliver Hemmers to Chad Meyer re Blanket lien draft
13	G-169		6/15/2021 Email from Mike Belotz to Oliver Hemmers re Receivable data
14	G-170		Minutes of Conference call held on 4/28/2021
15	G-171		Minutes of Conference call held on 5/26/2021
16	G-172		Minutes of Conference call held on 6/9/2021
17	G-173		Balance Sheet - Tecumseh-Infinity- Accrual Basis as of 12/31/2021
18	G-174		6/12/2020 Email from Simon Clark to Oliver Hemmers and Anne Pantelas re Final decision
19	G-175		8/10/2020 Email from Anne Pantelas to Mike Belotz and Oliver Hemmers re Some potential good news and update on housekeeping items for the BOA account
20	H-176		5/15/2019 E-mail from Oliver Hemmers to Info@HedgeAct re Draw Request HAS-4
21	H-177		Draw HAS-4 (REV 00489523)
22	H-178		6/19/2019 E-mail from Oliver Hemmers to Info@HedgeAct, bill@ftm-investments & endre@ftm-investments re Draw Request HAS-5
23	H-179		Draw HAS-5 (REV 00490066)
24	H-180		7/17/2019 E-mail from Oliver Hemmers to Info@HedgeAct, endre@ftm-investments.com & Compliance re Draw Request HAS-6
25	H-181		Draw HAS-6 (REV 00490706)
26	H-182		8/20/2019 E-mail from Oliver Hemmers to Debbie Griffin & Simon Clark re Draw Request HAS-9
27	H-183		Draw HAS-9 (REV 00491512)

1			
2	H-184		11/12/2019 E-mail from Oliver Hemmers to Info@HedgeAct & Simon Clark re Draw Request HAS-13
3	H-185		Draw HAS-13 (REV_00492726)
4	H-186		12/9/2019 E-mail from Oliver Hemmers to Info@HedgeAct & Simon Clark re Draw Request HAS-14
5	H-187		Draw HAS-14 (REV_00493339)
6	H-188		11/5/2019 E-mail from Oliver Hemmers to Debbie Griffin & Simon Clark re Draw Request HAS-15
7	H-189		Draw HAS-15 (REV_00487540)
8	H-190		4/27/2020 E-mail from Oliver Hemmers to Info@HedgeAct & Mike Griffin re Draw Request HAS-22
9	H-191		Draw HAS-22 (REV_00495922)
10	H-192		TIFDumpWithIncome-Final -- BOA Sort
11	H-193		Tecumseh – Infinity MR Fund - List of Receivables for Series-1/Intake F (Batch 6, 7 & 8) PO#1-F-9-15 (TEC007272 - 007280)
12	H-194		Tecumseh – Infinity MR Fund - List of Receivables for Series-1/Intake I (Batch 12 A & B) PO# 1-I-10-18 (TEC007302 - 007306)
13			
14	H-195		Tecumseh – Infinity MR Fund - List of Receivables for Series-1/Intake J (Batch 14-A) PO# 1-J-10-19 (TEC007308)

VII. List of Witnesses

A. HASelect's Planned Trial Witnesses

1. Michael Griffin Expects to Call
c/o Bart Larsen
Shea Larsen
1731 Village Center Circle, Suite 150
Las Vegas, Nevada 89134
(702) 255-0098
2. Debbie Griffin May Call
c/o Bart Larsen
Shea Larsen
1731 Village Center Circle, Suite 150
Las Vegas, Nevada 89134
(702) 255-0098
3. Michael Belotz Expects to Call
c/o Michael Napoli
Akerman LLP
2001 Ross Avenue, Suite 3600
Dallas, Texas 75201
(214) 720-4360

4. Chad Meyer Expects to Call
 c/o Michael Napoli
 Akerman LLP
 2001 Ross Avenue, Suite 3600
 Dallas, Texas 75201
 (214) 720-4360

5. Anne Pantelas Expects to Call
 c/o Ogonna Brown
 Lewis Roca
 3993 Howard Hughes Pkwy, Ste 600
 Las Vegas, NV 89169
 (702) 424-2622

6. Oliver Hemmers Expects to Call
 c/o Ogonna Brown
 Lewis Roca
 3993 Howard Hughes Pkwy, Ste 600
 Las Vegas, NV 89169
 (702) 424-2622

7. Simon Clark May Call
 c/o Michael Napoli
 Akerman LLP
 2001 Ross Avenue, Suite 3600
 Dallas, Texas 75201
 (214) 720-4360

8. HASelect reserves the right to cross-examine any witness called by Tecumseh.

B. Tecumseh's Planned Trial Witnesses

1. Michael Belotz Expects to Call
 c/o Michael Napoli
 Akerman LLP
 2001 Ross Avenue, Suite 3600
 Dallas, Texas 75201
 (214) 720-4360

2. Chad Meyer Expects to Call
 c/o Michael Napoli
 Akerman LLP
 2001 Ross Avenue, Suite 3600
 Dallas, Texas 75201
 (214) 720-4360

3. Anne Pantelas Expects to Call
 c/o Ogonna Brown
 Lewis Roca
 3993 Howard Hughes Pkwy, Ste 600
 Las Vegas, NV 89169
 (702) 424-2622

4. Oliver Hemmers Expects to Call
c/o Ogonna Brown
Lewis Roca
3993 Howard Hughes Pkwy, Ste 600
Las Vegas, NV 89169
(702) 424-2622

5. Simon Clark May Call
c/o Michael Napoli
Akerman LLP
2001 Ross Avenue, Suite 3600
Dallas, Texas 75201
(214) 720-4360

6. Michael Griffin May Call
c/o Bart Larsen
Shea Larsen
1731 Village Center Circle, Suite 150
Las Vegas, Nevada 89134
(702) 255-0098

7. Debbie Griffin May Call
c/o Bart Larsen
Shea Larsen
1731 Village Center Circle, Suite 150
Las Vegas, Nevada 89134
(702) 255-0098

8. Tecumseh reserves the right to cross-examine any witness called by
HASelect.

APPROVED AS TO FORM AND CONTENT:

/s/ Bart Larsen, Esq.
Attorney for Plaintiff

/s/ Jared M. Sechrist, Esq.
Attorney for Defendants

EXHIBIT A

Plaintiff Haselect-Medical Receivables Litigation
Finance Fund International Sp's Trial Exhibit List

EXHIBIT A

HEARING DATE: August 24, 2023
JUDGE: ABL

EXHIBITS					
Offered	Admitted	Identification		Description of Exhibit	Offers Objections Rulings Exception
		#	Witness		
		1		Loan and Security Agreement 2-26-2019	
		2		Infinity Capital Management UCC-1 Filed	
		3		HAS-FTM Sub-Advisory Agreement	
		4		Amendment 1 to Loan and Securities Agreement between HAS and Infinity - July 23 2019	
		5		First Amended Loan and Security Agreement 8-30-2019	
		6		HAS-FTM.Infinity.Second Amended Restated. Loan and Security Agmt.w. Promissory Note. exc.12.18.2019	
		7		HAS-2 Draw Request	

EXHIBITS					
		8		HAS-5 Draw Request	
		9		HAS-22 Draw Request	
		10		20181121 Email Re_ Follow ups	
		11		20181210 Email RE Blanket lien draft	
		12		20181212 Email RE_ Blanket lien draft	
		13		20190131 Email RE_ Sample Cash Draw Transaction & Support	
		14		20190201 Email RE Sample Cash Draw Transaction & Support	
		15		20190214 Email re loan FTM amounts	

EXHIBITS					
		16		20190214 Email Re_ Comments on Loan Agreement and Note	
		17		20190226 Email RE_ Urgent Hedgeact update	
		18		20190304 Email FW_ My Thoughts on Infinity - Simon	
		19		20200217 Email RE_ Upcoming visit	
		20		20200220 Email Re_ Infinity's 5 Focus Areas	
		21		20200221 Email Re_ Infinity 2019 audit	
		22		20200222 Email Movin' On	
		23		20200301 Email re FTM HA Agreement	

EXHIBITS					
		24		20200301 Email Re FTM HA Agreement	
		25		20200309 Email Re Touching Base	
		26		20200324 Email Re Write-up for Infinity	
		27		20200325 Email re sociopath	
		28		20200326 Email Re Additional receivables information	
		29		20200328 Email RE_ Notes from the call	
		30		20200409 Email RE_ NDA and signature page	
		31		20200413 Email RE_ NDA and signature page	

EXHIBITS					
		32		20200416 Email RE_ Infinity Agree	
		33		20200416 Email RE_ NDA and signature page	
		34		20200418 Email RE_ Updated proposal for Infinity	
		35		20200424 Email RE_ Potential deal for Infinity	
		36		20200507 Email RE_ Quick question	
		37		20200521 Email Re_ The Deck	
		38		20200530 Email re Notice of Default	
		39		20200522 Email FW The Deck	

EXHIBITS					
		40		20200522 Email RE_ The Deck	
		41		20200525 Email RE_ Agreement	
		42		20200526 Email Further Information	
		43		20200526 Email RE_ Further Information	
		44		20200529 RE_ DD report	
		45		20200529 Email RE_ entity_personally	
		46		20200529 Email RE_ Proposed role of Infinity	
		47		20200531 Email FW_ Tecumseh-Infinity Medical Receivables Fund, LP - PPM	

EXHIBITS					
		48		20200601 Email re Types of receivables	
		49		20200601 Email Re_entity	
		50		20200602 Email re Monthly Report with Spread	
		51		20200602 RE_introductory remarks	
		52		20200603 My script for the webinar	
		53		20200606 Email to Furkan Baran	
		54		- 20200608 HAselct-FTM Fund Update	
		55		20200612 Email re Griffin's Request Denied	

EXHIBITS					
		56		20200617 Email re Analysis of HA receivable performance	
		57		20200617 Email RE_ short agenda - How to	
		58		20200618 Email RE_ TI fund and the fee	
		59		20200618 Re_ TI fund and the fee (signed SAA)	
		60		20200618 Email Re_ TI fund and the fee	
		61		20200618 Sub-Advisory Agreement	
		62		20200623 Email re Stamp Removal	
		63		20200626 Email re Brief summary of batch 1	

EXHIBITS					
		64		20200626 Email RE_ Purchase Order update	
		65		20200709 Email re GPMicro License Agreement	
		66		20200709 Email RE_ Bill of Sale	
		67		20200711 Email Re_ Thinking outside the box	
		68		20200712 Final re decision	
		69		20200713 Email re Second PO for the Tecumseh-Infinity Fund	
		70		20200730 Email to Elliot Orsillo re Infinity DD Report	
		71		20200810 Email RE_ Some potential good news and update on housekeeping items for the BOA account	

EXHIBITS					
		72		20200810 RE_ Revised July Report	
		73		20200811 Email re Purchase Order number 3	
		74		20200812 Email RE_ Investor portfolio data	
		75		20200826 Email re Due Diligence Questions	
		76		20200908 Email RE_ Open Balance for Batch 4	
		77		20200919 Email RE_ UCC	
		78		20200925 Email RE_ Purchase Order 1-F-9-15	
		79		20200925 Email Re_ Wire	

EXHIBITS					
		80		20200928 Email re Conversation with Infinity	
		81		20201001 Email Re BV Sales Receipt #1091	
		82		20201004 Email Re BV Sales Receipt 1095	
		83		20201007 Email RE_ Do you have a few minutes	
		84		20201020 Email re NAV	
		85		20201021 Email RE_ NAV	
		86		20201022 Email Re_ Great news!	
		87		20201029 Email RE_ Bank Transfer	

EXHIBITS					
		88		20201029 Email FW_ DBA of Infinity Health Connections to Bank of America Account - named Tecumseh-Infinity Medical Receivables Fund	
		89		20201103 Email re Documents needed for DBA for Bank	
		90		20201105 Email re Call with Anne and Oliver	
		91		20201109 Email re 1st draft Infinity negotiation letter	
		92		20201121 Email RE_ Proposed Deferred Compensation	
		93		20201123 Email re Infinity Call Update	
		94		20210122 Email re December Purchase Orders	
		95		20210124 Email RE_ Infinity's FTM collateral	

EXHIBITS					
		96		20210205 Email RE_ Do you have time for a call	
		97		20210225 Email RE_ 4th Q reconciliation	
		98		20210305 Email RE_ Tecumseh - Finance Report October 2020	
		99		20210306 Email re A simple solution. - Simon	
		100		20210511 Email Fwd_ In Kind Transfer of Three Bell Client Assets	
		101		20210617 Email re Analysis of HA receivable performance	
		102		20210621 Email RE_ Receivable review	
		103		20210706 Email RE_ Loan Amount	

EXHIBITS					
		104		20210716 Email RE_ Any updates on the HAS negotiations	
		105		20210910 Email re RX Portal on Solutions is working	
		106		20210803 Email re Flyer preview	
		107		20210804 Email RE_ Call today	
		108		20210817 Email RE_ Open position report	
		109		20211025 Email re Portal Copyright Changed	
		110		20210825 Email re Amount outstanding from Infinity to Tecumseh	
		111		20210826 Email RE_ Amount outstanding from Infinity to Tecumseh	

EXHIBITS					
		112		20210901 Email RE_ Call	
		113		20210903 Email Funding Request - September #1	
		114		20210913 Email Re Name Replacements	
		115		20210914 Email re Move Status	
		116		20210916 Email RE_ Client Info Edition 29	
		117		20210923 Email Re Infinity Capital_ Tecumseh Sole Receivables	
		118		20210923 Email re Updated Company Roster	
		119		20210926 Email re Rx Portal	

EXHIBITS					
		120		20210927 Email FW_ Stacey Cole DOB 3_4_1972	
		121		20211006 Email re Corrections to Statements	
		122		20211006 Email RE_ Amber Perez	
		123		20211009 Email re Modified Template Files	
		124		20211011 Email RE_ Lien Reduction_ Keith Smith	
		125		20211012 Email re Tecumseh Termination	
		126		20211014 Email Re_ Shayvon Chambliss	
		127		20211203 Email re infinity health flyer	

EXHIBITS					
		128		GoDaddy.com Emails re Forwarding	
		129		Tecumseh - Infinity Sub Advisory Agreement executed 6-18-20	
		130		TI-FTM Co-Management Agreement	
		131		Tecumseh SEC Filing	
		132		20220404 Tecumseh ADV Form	
		133		GAM et al. v. Meyer et al. - Case No. 2020-CH-04427 - Complaint	
		134		Combined Tecumseh Purchase Orders (A-K)	
		135		June 26, 2020 Assignment and Bill of Sale	

EXHIBITS					
		136		July 23, 2020 Assignment and Bill of Sale	
		137		August 12, 2020 Assignment and Bill of Sale	
		138		September 10, 2020 Assignment and Bill of Sale	
		139		September 16, 2020 Assignment and Bill of Sale	
		140		September 30, 2020 Assignment and Bill of Sale	
		141		October 4, 2020 Assignment and Bill of Sale	
		142		NSB 8480 Statements (Mar 2019 - Dec 2020)	
		143		NSB 6375 Statements (Apr-Dec 2020)	

EXHIBITS					
		144		NSB IHS Statement (Oct 2021)	
		145		BOA Account Statements	
		146		BOA Account Check Deposits	
		147		Full_MRLFI_Redemption	
		148		20200530 HAS Default Notice	
		149		HSA Demand Letter	
		150		Patient Lien Example	
		151		Copy of TIFDumpWithIncome-Final - Landscape	

EXHIBITS					
		152		1-F Accounts with Payment Cleared Dates	
		153		1-I Accounts with Payment Cleared Dates	
		154		1-J Accounts with Payment Cleared Dates	
		155		J-2 Accounts with Payment Cleared Dates	
		156		1-P Accounts with Payment Cleared Dates	
		157		20210128 Email FW Tecumseh-Infinity 4th Qtr	
		158		S-1A Collections through 20210630	
		159		S-1B Collections through 20210630	

EXHIBITS					
		160		S-1C Collections through 20210630	
		161		S-1D Collections through 20210630	
		162		S-1E Collections through 20210630	
		163		S-1F Collections through 20210630	
		164		S-1I Collections through 20210630	
		165		S-1J Collections through 20210630	
		166		S-1H Collections through 20210630	
		167		J-2 Collections through 20210630	

EXHIBITS					
		168		S-1P Collections through 20210630	
		169		Stat Diagnostic Contract	
		170		Stat Diagnostics Payment Example	
		171		Stat Diagnostics LOP Example (55236_690 - Thompson, Michael - Attorney Lien)	
		172		Preva Contract	
		173		Preva Payment Example	
		174		Preva LOP Example (140548_1511 - Pfeifer, Briana - Attorney Lien)	
		175		Viking Contract	

EXHIBITS					
		176		Viking Payment Example	
		177		Viking LOP Example (149533_2189 - Reyes, Marcelino - Attorney Lien)	
		178		South Atlanta MUA Center Contract	
		179		South Atlanta MUA LOP Example (143457_632- Welburn, James - Providers Patient Lien)	
		180		20191114 HealthPlus Imaging Contract	
		181		20191029 Oliver Email re HealthPlus	
		182		HAS-FTM Infinity Draw Request HAS-18	
		183		20210706 Mediation Agreement Signed by HPI and ICM	

EXHIBITS					
		184		20200529 Email re 506 Group Member Interest - Eric Branfman	
		185		20200529 Email re 506 Group Member Interest	
		186		20200529 Email re Tecumseh Medical Receivables Fund	
		187		20200601 Email re 506 Group Investors (Medical Receivables Fund)	
		188		20200601 Email re 506 Group Investors	
		189		20200601 Email Re Tecumseh-Infinity Medical Receivables Fund	
		190		20200621 Email Re Medical Receivables	
		191		20210311 Em RE Financial Statements 2020	

EXHIBITS					
		192		Peachtree Ortho Contract	
		193		Independent Physical Therapy of Georgia dba Benchmark Contract	
		194		MD Pain Care Contract	
		195		NonSurgical Ortho Contract	
		196		Resurgens PC Contract	
		197		Contract Outpatient Imaging Contract	
		198		Peachtree Orthopedic at Perimeter Contract	
		199		Peachtree at Piedmont Contract	

EXHIBITS					
		200		Surgery Center of Athens Contract	
		201		Special Procedures at Summerlin Contract	
		202		Durango Outpatient Surgery Center Contract	
		203		North Fulton Medical Contract	
		204		Pain Management Contract	
		205		Pain Care Center of GA Contract	
		206		Safeway Driver Fitness Contract	
		207		Woodlands Specialty Hospital Contract	

EXHIBITS					
		208		Peak Ortho Contract	
		209		Arizona Pain Treatment Contract	
		210		Resurgens Ortho Contract	
		211		Georgia Spine & Ortho Contract	
		212		Hatesh Ranchod Contract	
		213		North Fulton Contract	
		214		Health Images South Denver Contract	
		215		Anesthesiology Consultants Contract	

EXHIBITS					
		216		Infinity Diagnostics LLC Contract	
		217		Buena Vista Contract	
		218		Georgia Eye Physicians Contract	
		219		Polaris Center Contract	
		220		Arizona Pain Treatment Centers Contract	
		221		Perimeter Outpatient Contract	
		222		Perimeter Ortho Contract	
		223		North Atlanta Surgical Contract	

EXHIBITS					
		224		Northside Hospital Contract	
		225		Assignment and Bill of sale - Buena Vista	
		226		The Physicians Spine & Rehab Contract	
		227		North Atlanta Surgery Center Contract	
		228		Georgia Pain & Wellness Contract	
		229		Georgia Pain & Spine Solutions Contract	
		230		Peachtree Neurosurgery Contract	
		231		Northside Hospital Contract	

EXHIBITS					
		232		The Physician's Atlanta Surgery Center Contract	
		233		Pain Consultants of Atlanta Contract	
		234		Atlas Orth Contract	
		235		The Injury Specialists Contract	
		236		Regenerative Ortho & Spine Contract	
		237		Jeffrey Goldberg Contract	
		238		AHI Contract	
		239		Pharmacy Benefit Management Contract	

EXHIBITS					
		240		American Health Imaging Contract	
		241		Athens Orthopedics Clinic Contract	
		242		Atlanta Dermatology and Laser Surgery Contract	
		243		Center for Spine & Pain Medicine Contract	
		244		ColdCo Therapies Contract	
		245		Ensign Legal Support Services Contract	
		246		Joint Active Systems Contract	
		247		Legacy Brain Contract	

EXHIBITS					
		248		Parkaire Consultants Contract	
		249		Peachtree Ortho Contract	
		250		Polaris Spine & Neurosurgery Center Service Contract	
		251		Psychological Diagnostic Center Contract	
		252		Topple Diagnostics Contract	
		253		Tobin Contract	
		254		Evans Procedure Center Contract	
		255		Resurgens Contract	

EXHIBITS					
		256		Northwest Georgia Orthopaedic Surgery Center Contract	
		257		Orthopaedic Solutions Contract	
		258		Orthopedic South Surgical Partners Contract	
		259		Resurgens East Surgery Center Contract	
		260		Resurgens Fayette Surgery Center Contract	
		261		Resurgens Surgery Center Contract	
		262		Roswell Surgical Center Contract	
		263		Georgia Pain and Wellness Contract	

EXHIBITS					
		264		Georgia Spine Contract	
		265		Advanced Pain Contract	
		266		Eisenman Contract	
		267		Bethea Contract	
		268		Perimeter Contract	
		269		Carrolton Orthopedics Contract	
		270		Polaris Outpatient Contract	
		271		The Hand & Upper Extremity Center of GA Contract	

EXHIBITS					
		272		XL2XS Contract	

EXHIBIT B

Defendant Tecumseh-Infinity Medical Receivables
Fund, Lp's Trial Exhibit List

EXHIBIT B

Hearing Date:

EXHIBITS		Case Title In re: INFINITY CAPITAL MANAGEMENT, INC. HASelect v. Tecumseh			BK 21-14486-abl Adv 21-01167-abl			
Offered	Admitted	Identification		Description	Offers Objections Rulings Exceptions	Date	Comments	Working Exh #
		#	Witness					
		A	A-1	List of Disputed Receivables			Spreadsheets at ECF 201-1	551
		B	A-2	List of Disputed Receivables -- Overlap			Spreadsheets at ECF 201-2 (21-14486)	402
		C	A-3	Sub-Advisory Agreement Tecumseh-Infinity Medical receivables Fund LP dated 6/18/2020 (TEC002976 - 002984)		6/18/2020	Exhibit A to Dkt. 75	001
		D	A-4	Tecumseh-Infinity MR Fund List of Receivables for Series-1/Intake B (TEC002985 - 002987)			Exhibit B to Dkt. 75	002
		E	A-5	Tecumseh-Infinity MR Fund - Analyled List of Receivables for Series 1/Intake F (Batch 6, 7 & 8) (TEC007067 - 007071)			Exh. A to ECF 197	033
		F	A-6	Tecumseh-Infinity MR Fund - Analyzed List of Receivables for Series 1/Intake I (Batch 12 A&B) (TEC007072 - 007087)			Exh. B to ECF 197	034
		G	A-7	Tecumseh-Infinity MR Fund - Analyzed List of Receivables for Series 1/Intake J (Batch 14-A) (TEC007088 - 007094)			Exh. C to ECF 197	035
		H	A-8	Excerpts from Nevada State Bank Acct. 6375 -- Infinity Capital Management -- re 1-F, 1-I & 1-J Receivables			Exh. D to ECF 197	549
		I	A-9	Tecumseh-Infinity MR Fund List of Receivables for Series-1/Intake K (Batch DP-1 (TEC003110 - 003113))			Exhibit K to Dkt. 75	015
		J	A-10	9/22/2020 Tecumseh Receivables Purchase Order PO#1-F-9-15 (TEC007271)		9/22/2020		067
		K	A-11	10/12/2020 Tecumseh Receivables Purchase Order PO# 1-I-10-18 (TEC007281)		10/12/2020		069
		L	A-12	Tecumseh – Infinity MR Fund - List of Receivables for Series-1/Intake I (Batch 13) PO# 1-I-10-18 (TEC007282 - 007301)			This Batch 13	070
		M	A-13	10/23/2020 Tecumseh Receivables Purchase Order PO# 1-J-10-19 (TEC007307)		10/23/2020	How do these differ from 15, 33,34,35	072
		N	A-14	Tecumseh – Infinity MR Fund - List of Receivables for Series-1/Intake J (Batch 14-B) PO# 1-J-10-19 (TEC007309 - 007312)			This is batch 14-B	074
		O	A-15	Tecumseh – Infinity MR Fund - List of Receivables for Series-1/Intake J (Batch 14-C) PO# 1-J-10-19 (TEC007313 - 007320)			This is batch 14-C	075
		P	A-16	10/30/2020 Tecumseh Receivables Purchase Order PO# 1-K-10-20 (TEC007321)		10/30/2020		076
		Q	A-17	Reconciliation to Tecumseh's BofA Account Statements (TEC0003191 - 003287)			Exhibit F to Dkt. 92 Index #63	024
		R	A-18	10/31/2020 - 9/30/2021 Tecumseh-Infinity Medical Receivables Fund LP Bank of America Statements				552
		S	A-19	6/30/2020 - 9/30/2022 Tecumseh-Infinity Medical Receivables Fund, LP Northbrook Bank & Trust Co. Statements account ending 1991 (TEC003581 - 003657)		6/30/2020 - 9/30/2022	Exhibit N to Dkt 131	031
		T	A-20	BofA Account Tracing Analysis (TEC003658 - 003659)			Exhibit O to Dkt 131 Index #64	032
		U	A-21	Email re FW: DBA of Infinity Health Connections to Bank of America Account - named Tecumseh-Infinity Medical Receivables Fund		10/29/2020	Exhibit 10 to 3/27/2023 Hemmers Depo - VOL I	451
		V	A-22	Email re [ENCRYPT] RE: DBA of Infinity Health Connections to Bank of America Account - named Tecumseh-Infinity Medical Receivables Fund		11/4/2020	Exhibit 38 to 3/28/2023 Pantelas Depo - VOL I	487

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Offered	Admitted	Identification		Description	Offers Objections Rulings Exceptions			
		#	Witness			Date	Comments	Working Exh #
		W	A-23	6/25/2020 Email from Oliver Hemmers to C. Meyer & M. Belotz re Purchase Order Update (TEC003122 - 003123)		6/25/2020	Exhibit J-M to Dkt. 7	017
		X	A-24	7/20/2020 Letter from Infinity to American Health Imaging re pre-authorization for patient MRI without Contrast (TEC0003187 - 003188)		7/20/2020	Exhibit D to Dkt. 92	022
		Y	A-25	10/10/2020 Health Insurance Claim Form Benchmark Physical Therapy (TEC0003189 - 003190)		10/10/2020	Exhibit E to Dkt. 92	023
		Z	B-26	10/20/2020 Email chain between Oliver Hemmers and Mike Belotz re NAV (TEC0003443 - 003446)		10/20/2020	Exhibit H to Dkt. 92	026
		AA	B-27	2/17/2021 Order issued in Circuit Court of Cook County, Illinois, Chancery Division Case No. 2020 CH 4427 Griffin Asset Management LLC et al. V. Chadwick Meyer, et al. (TEC003450 - 003454)		2/17/2021	Exhibit J to Dkt 131	027
		BB	B-28	Case Information Summary for Circuit Court of Cook County, Illinois, Chancery Division Case No. 2020 CH 4427 Griffin Asset Management LLC et al. V. Chadwick Meyer, et al. (TEC003455 - 003474)			Exhibit K to Dkt 131	028
		CC	B-29	6/30/2020 - 10/29/2021 Infinity Capital Management Nevada State Bank statements Account No. ending 6375 (TEC007095 - 007160)		6/30/2020 - 10/29/2021		036
		DD	B-30	Investor Reports - Native Spreadsheets TEC003661B				550
		EE	B-31	Investor Reports - Native Spreadsheets (TEC003660 - 003661)				039
		FF	B-32	2020 Tax Filing			Without K-1	553
		GG	B-33	2021 Tax Filings (TEC003662 - 007066 (both 2020 and 2021))			TEC 004148 too larger for Imanage/ without K-1	040
		HH	B-34	2/26/2019 HASelect Original Loan and Security Agreement (TEC007167 - 007184)		2/25/2019	Index #26	045
		II	B-35	12/18/2019 HASelect Second Amd & Rest Loan and Security Agreement (TEC007185 - 007199)		12/18/2019	Exhibit 25 to Mike G/Debbie G Depos Index #25 (dup. at 194 removed)	046
		JJ	B-36	9/6/2019 Email re wires (REV_00508184) (TEC007200)		9/6/2019	Exhibit 46 to Mike G/Debbie G Depos Index #46	047
		KK	B-37	7/15/2021 Email re July reporting (REV_00002039) (TEC007201 - 007203)		7/15/2021		048
		LL	B-38	6/25/2021 Email re June collection wires released (REV_00003245) *TEC007204 - 007207)		6/25/2021	Index #49	049
		MM	B-39	10/29/2020 Email re Business Authorization & Cert (REV_00499718 - 00499719) (TEC007208 - 007210)		10/29/2020		050
		NN	B-40	9/29/2021 Dkt. 47 Case No. 21-14486 Schedules (REV_00532605) (TEC007211 - 007225)		9/29/2021		051
		OO	B-41	3/23/2021 Email re wire into account (REV_00504656) *TEC007226 - 007229)		3/23/2021		052
		PP	B-42	12/23/2020 Patient Assignment (REV_00019347) (TEC007230 - 007233)		11/23/2020		053
		QQ	B-43	1/17/2020 Business Associate Agreement (REV_00058230) (TEC007234 - 007240)		1/17/2020		054
		RR	B-44	2/4/2021 Email re Funding Request (REV_00015212) (TEC007241 - 007243)		2/4/2021		055
		SS	B-45	2/4/2021 Infinity Authorization (REV_0015213) (TEC007244)		2/4/2021		056
		TT	B-46	2/26/2021 Health Insurance Claim Form - Shannon Galbreath (TEC007245 - 007249)		2/26/2021		057

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Offered	Admitted	Identification		Description	Offers Objections Rulings Exceptions			
		#	Witness			Date	Comments	Working Exh #
		UU	B-47	3/22/2021 Payment to Provider (REV_00135414) (TEC007250 - 007251)		3/22/2021		058
		VV	B-48	9/7/2021 Email re Request for Payment (REV_00000254) (TEC007252)		9/7/2021		059
		WW	B-49	9/7/2021 Email re Request for Payment (REV_00000254) (TEC007253)		9/7/2021		060
		XX	B-50	1/7/2015 Service Agreement/Contract (REV_00058232) (TEC007254 - 007258)		1/7/2015		061
		YY	C51	4/16/2021 Invoice (REV_00502523) (TEC007259)		4/16/2021		062
		ZZ	C-52	1/13/2021 Email re Infinity Report (REV_00512749) (TEC007260 - 007262)		1/13/2021		063
		AAA	C-53	2/19/2021 Email re 4th Quarter Reconciliation (REV_00013191) (TEC007263 - 007265)		2/19/2021		064
		BBB	C-54	7/15/2021 Email re July Funding Request #1 (REV_00134227 – 00134228) (TEC007266 - 007268)		7/15/2021		065
		CCC	C-55	7/13/2021 Email re Funds Needed for Bank (REV_00513523 – 00513524) (TEC007269 - 007270)		7/13/2021		066
		DDD	C-56	7/16/2021 Email from Jon Porter to Ann Pantelas re update on HAS negotiations (REV_00002032) (TEC007325 - 007326)		7/16/2021		078
		EEE	C-57	6/15/2021 Email from Oliver Hemmers to Will Martin re reach out to Three Bell Capital (REV_00003975) *TEC007327)		6/15/2021	Index #51	079
		FFF	C-58	11/4/2020 Email re Tecumseh’s dba & Supporting Docs (REV_00499839 – 00499840) (TEC007328 - 007335)		11/4/2020		080
		GGG	C-59	10/29/2020 Email re seeking funds (REV_00499724) (TEC007336 - 007338)		10/29/2020		081
		HHH	C-60	9/30/2020 Nevada State Bank Statement Tecumseh Wire from NAV (21-01167-57-17) (TEC007339 - 007343)		9/30/2020		082
		III	C-61	10/30/2020 Nevada State Bank Statement Tecumseh Wire from NAV (21-01167-57-26) (TEC007344 - 007349)		10/30/2020		083
		JJJ	C-62	7/15/2021 Email from Oliver Hemmers to Anne Pantelas, and Igor Shleypak re July Reports (REV_00002052) (TEC007354 - 007356)		7/15/2021		086
		KKK	C-63	4/8/2021 Infinity Health Insurance Form (REV_00008378) (TEC007357 - 007362)		4/8/2021		087
		LLL	C-64	2/15/2021 Email from Renee Infinity Health to dMorley@swanklawgroup.com re payment to provider (REV_00013975) (TEC007363 - 007370)		2/15/2021		088
		MMM	C-65	1/9/2021 Health Insurance Claim Form Sandra Harris (REV_00016608) (TEC007371 - 007376)		1/9/2021		089
		NNN	C-66	1/6/2021 Health Insurance Claims Form (REV_00017218) (TEC007377 - 007379)		1/6/2021		090
		OOO	C-67	11/5/2020 Contract with Provider (REV_00017220) (TEC007380 - 007382)		11/5/2020		091
		PPP	C-68	12/14/2020 Email from Renee Infinity Health to Priscilla Espinosa re Request for Payment (REV_00020789) (TEC007383 - 007384)		12/14/2020		092
		QQO	C-69	11/30/2020 Infinity Authorization (REV_00022388) (TEC007385)		11/30/2020		093

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Offered	Admitted	Identification		Description	Offers Objections Rulings Exceptions	Date	Comments	Working Exh #
		#	Witness					
		RRR	C-70	11/6/2020 Patient Assignment (REV_00022507) (TEC007386 - 007388)		11/6/2020		094
		SSS	C-71	11/11/2020 Email from Miranda Pope to Felecia Infinity Health re Funding Request (REV_00024373) (TEC007389 - 007394)		11/11/2020		095
		TTT	C-72	11/11/2020 Infinity's Authorization (REV_00024411) (TEC007395)		11/11/2020		096
		UUU	C-73	11/2/2020 Email from Intake Infinity Health to Referral@theinjuryspecialists.com & support@theinjuryspecialists.com re Funding Request (REV_00025630) (TEC007396 - 007397)		11/2/2020		097
		VVV	C-74	9/21/2020 Email from Felecia Infinity Health to Katie Serzynsk, Kevin Collins & Amber Daniel re Funding Request (REV_00030917) (TEC007398 - 007399)		9/21/2020		098
		WWW	C-75	9/21/2020 Infinity Authorization (REV_00030918) (TEC007400)		9/21/2020		099
		XXX	D-76	6/21/2020 Patient Assignment (REV_00039157) (TEC007401 - 007403)		6/21/2020		100
		YYY	D-77	6/2/2020 Purchase & Sale Agreement – Preva (REV_00041139) (TEC007404 - 007410)		6/2/2020		101
		ZZZ	D-78	3/17/2020 Infinity Service Agreement/Contract (REV_00046940) (TEC007411 - 007415)		3/17/2020		102
		AAAA	D-79	9/20/2019 Purchase & Sale Agreement Cuevas (REV_00070068) (TEC007430 - 007435)		9/20/2019		107
		BBBB	D-80	1/19/2021 Copy of Check #1627 (REV_00135227) (TEC007436 - 007439)		1/19/2021		108
		CCCC	D-81	1/19/2021 Payment to Provider (REV_00135228) (TEC007440 - 007441)		1/19/2021		109
		DDDD	D-82	12/22/2020 Copy of Check #1593 (REV_00136367) (TEC007442)		12/22/2020		110
		EEEE	D-83	12/22/2020 Payment to Provider (REV_00136368) (TEC007443 - 007444)		12/22/2020		111
		FFFF	D-84	3/17/2020 Infinity Service Agreement/Contract (REV_00365990) (TEC007445 - 007449)		3/17/2020		112
		GGGG	D-85	3/22/2021 Email from Anne Infinity Health to Mike Belotz, Oliver Hemmers & Chad Meyer re Checking in (REV_00504660) (TEC007450 - 007451)		3/22/2021		113
		HHHH	D-86	10/28/2021 Dkt. Case No. 21-14486 Amended Schedules (REV_00532606) (TEC007453 - 007459)		10/28/2021		115
		IIII	D-87	[DKT 35] Simon Henry Clark's Counterclaim and Third-Party Complaint(United States District Court for the Northern District of Illinois Easter Division – Case No. 22-cv-04269) (TEC007460 - 007504)			Exhibit 19 to Mike G/Debbie G Depos Index #19	116
		JJJJ	D-88	September 30, 2020 Monthly Account Statement for Infinity's Nevada State Bank account ending in 6375		9/30/2020	Exhibit 22 to Dkt. 57	138
		KKKK	D-89	September 30, 2020 Assignment and Bill of Sale for the 1-G Accounts		9/30/2020	Exhibit 23 to Dkt. 57	139
		LLLL	D-90	October 4, 2020 Assignment and Bill of Sale for the 1-H Accounts		10/4/2020	Exhibit 25 to Dkt. 57	141
		MMMM	D-91	October 30, 2020 Monthly Account Statement for Infinity's Nevada State Bank account ending in 8420		10/30/2020	Exhibit 26 to Dkt. 57	142
		NNNN	D-92	July 11, 2020 Email from Mike Belotz to Endre, et al. re Three Bell Capital		7/11/2020	Exhibit 20 to Dkt. 126	171

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Offered	Admitted	Identification		Description	Offers Objections Rulings Exceptions			
		#	Witness			Date	Comments	Working Exh #
		OOOO	D-93	August 17, 2021 Email from Bill@ftm-Investments to Mike Belotz and Ann Pantelas re Open Position Reports with Attached Collections Report		8/17/2021	Exhibit 24 to Dkt. 126	175
		PPPP	D-94	Chadwick Meyer's Complaint for Declaratory, Monetary and Other Relief (In the Circuit Court of Cook County, Illinois, County Department, Cancery Division - Case No. 2019CHI4290)		12/11/2019	Exhibit 21 to Mike G/Debbie G Depos Index #21*	192
		QQQQ	D-95	Form ADV - Annual Amendment - All Sections / Griffin Asset Management LLC		3/11/2022	Exhibit 29 to Mike G/Debbie G Depos	195
		RRRR	D-96	Form ADV - Other-Than-Annual Amendment / Griffin Asset Management LLC		6/28/2022	Exhibit 66 to Mike G/Debbie G Depos Index #66	196
		SSSS	D-97	Form ADV - Annual Amendment - All Sections / Griffin Asset Management LLC		3/27/2023	Exhibit 31 to Mike G / Debbie G Depos	197
		TTTT	D-98	10/17/2019 Email from Oliver Hemmers to Debbie Griffin & Endre Dobozy re Draw Request		10/17/2019		202
		UUUU	D-99	3/1/2020 email from Mike Belotz to Chad Meyer re FTM HA Agreement		3/1/2020	Exhibit 7 to 7/19/2023 Deposition of Michael Belotz	210
		VVVV	D-100	3/9/2020 Email from Endre@ftm-investments.com to Chad Meyer re Touching Base		3/9/2020	Exhibit 9 to 7/19/2023 Deposition of Michael Belotz	211
		WWWW	E-101	3/28/2020 Email from Bill@ftm-investmenets.com re Notes from the callcall		3/28/2020	Exhibit 11 to 7/19/2023 Deposition of Michael Belotz	213
		XXXX	E-102	5/7/2020 Email from Endre@ftm-investments.com to Chad Meyer RE Quick question		5/7/2020	Exhibit 17 to 7/19/2023 Deposition of Michael Belotz	215
		YYYY	E-103	6/17/2020 Email from Anne Pantelas to Chad Meyer, Mike Belotz, Endre@ftm-investments.com, Bill@ftm-investments.com, Oliver Hemmers & Simon Clark re short agenda - How to		6/17/2020	Exhibit 31 to 7/19/2023 Deposition of Michael Belotz	220
		ZZZZ	E-104	8/10/2020 Email from Bill@ftm-investments.com to Chad Meyer and Mike Belotz RE Revised July Report		8/12/2020	Exhibit 39 to 7/19/2023 Deposition of Michael Belotz	224
		AAAAA	E-105	8/12/2020 Email from Bill@ftm-investments.com to Mike Belotz, Chad Meyer and Li-Chiun Su RE Investor portfolio data		8/12/2020	Exhibit 40 to 7/19/2023 Deposition of Michael Belotz	225
		BBBBB	E-106	6/29/2020 Email from Anne Pantelas to ImanIqbai-LAS VEGAS NV, Oliver Hemmers, Chad Meyer FW DBA of Infinity Health Connections to Bank of America Account - named Tecumseh-Infinity Medical Receivables Fund		8/10/2020	Exhibit 44 to 7/19/2023 Deposition of Michael Belotz	226
		CCCCC	E-107	11/23/2020 Email from Endre@ftm-investments.com to Chad Meyer, Mike Belotz, Bill@ftm-investments.com and Brenda Dalzell re Infinity Call Update		11/23/2020	Exhibit 49 to 7/19/2023 Deposition of Michael Belotz	228
		DDDDD	E-108	3/5/2021 Email from maristela@infinitycapital.com to Mike Belotz, bill@ftm-investments.com RE Tecumseh Finance Report October 2020		3/5/2021	Exhibit 54 to 7/19/2023 Deposition of Michael Belotz	232
		EEEEE	E-109	10/12/2021 Email from Oliver Hemmers to Mike Belotz and Anne Pantelas re Tecumseh Termination		10/12/2021	Exhibit 67 to 7/19/2023 Deposition of Michael Belotz	240
		FFFFF	E-110	Signed TI-FTM Agreement dated 6/24/2020		6/24/2020	Exhibit 100 to 7/19/2023 Deposition of Michael Belotz	247
		GGGGG	E-111	HASelect's Financial Statements and Independent Auditors' Report dated December 31, 2020			Exhibit 22 to Mike G/Debbie G Depos Index #22	256
		HHHHH	E-112	6/11/2020 Demand Letter from Attorney Michael L. Gesas to Anne Pantelas [INFINITY 001436-001455]			Exhibit 55 to Mike G/Debbie G Depos Index #55	257

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Offered	Admitted	Identification		Description	Offers Objections Rulings Exceptions	Date	Comments	Working Exh #
		#	Witness					
		IIII	E-113	Saul Ewing Anstein July 10, 2020, Letter w/o attachment, July 10, 2020 [Infinity 000967-000971]			Index #56	258
		JJJJ	E-114	Infinity Capital Management, Inc. Financial Statements – December 31, 2019 Infinity audit 12/31/2019 (2) (TEC000357)			Exhibit 11 to Mike G/Debbie G Depos Index #11	259
		KKKK	E-115	HASELECT-FTM MEDICAL RECEIVABLES LITIGATION FINANCE FUND SP, FEBRUARY 26, 2019 TO DECEMBER 31, 2019, AUDIT REPORT			Exhibit 57 to Mike G/Debbie G Depos Index #57	260
		LLLL	E-116	HASELECT-FTM MEDICAL RECEIVABLES LITIGATION FINANCE FUND SP, DECEMBER 31, 2021, AUDIT REPORT		12/31/2022	Exhibit 61 to Mike G/Debbie G Depos Index #61	261
		MMMM	E-117	HASELECT-FTM MEDICAL RECEIVABLES LITIGATION FINANCE FUND SP, DECEMBER 31, 2022, AUDIT REPORT		12/31/2022	Exhibit 62 to Mike G/Debbie G Depos Index #62	262
		NNNN	E-118	Proof of Claim No. 8 dated 12/22/2021 (Case No. 21-14486) – Creditor HASElect-Medical Receivables Litigation Finance Fund International SP [ECF 65]			Exhibit 18 to Mike G/Debbie G Depos Index #18	264
		OOOO	E-119	Griffin-ADV-2022-March-11 [E-mail dated 7/24/2023 from John Seem to MN re:			Index #29	268
		PPPP	E-120	Griffin-ADV-2022-June-28 [E-mail dated 7/24/2023 from John Seem to Mike Napoli re: Griffin's form ADV: email #2]		6/28/2022	Exhibit No. 30 to Mike G/Debbie G Depos Index #30	269
		QQQQ	E-121	Griffin-ADV-2023-March-27 [E-mail dated 7/24/2023 from John Seem to Mike Napoli re: Griffin's form ADV: email #2]			Index #31	270
		RRRR	E-122	5/30/2020 Email from Mike Griffin to Oliver Hemmers and Ann Pantelas with attached Notice of Default to Infinity [Production of			Index #32 [Production of documents in Ch 7 -Deposition (M4)]	271
		SSSS	E-123	Notice of Default to Infinity dated 5/30/2020			Index #33 [Production of documents in Ch 7 -Deposition (M4)]	272
		TTTT	E-124	Griffin Asset Management LLC and HASELECT-FTM Medical Receivables Litigation Finance Fund SP, Complaint [Filed as Exhibit 5 to ECF NO. 126, 21-01167]			Index #52	276
		UUUU	E-125	Resignation Letter, Alternative Investment Specialist Ltd and FTM Ltd, Dated: June 7, 2020			Index #58	278
		VVVV	F-126	2/22/2020 Email from Simon Clark to Mark Young, et al. re Movin' On		2/22/2020	Exhibit 20 to 7/18/2023 Clark Depo	321
		WWWW	F-127	11/21/2018 Email from Chad Meyer to Endre Meyer re Follow ups		11/21/2018	Exhibit 2 to 7/17/2023 Meyer Depo	348
		XXXX	F-128	3/24/2020 Email from Endre to Chad Meyer and Mike Belotz re Write-up for Infinity		3/24/2020	Exhibit 10 to 7/17/2023 Meyer Depo	352
		YYYY	F-129	4/9/2020 Email from Endre to Mike Belotz and Chad Meyer re NDA and signature page		4/9/2020	Exhibit 12 to 7/17/2023 Meyer Depo	354
		ZZZZ	F-130	4/14/2020 Email from Endre to Mike Belotz and Chad Meyer re NDA and signature page		4/14/2020	Exhibit 15 to 7/17/2023 Meyer Depo	357
		AAAA	F-131	4/18/2020 Email from Endre to Mike Belotz re Updated proposal for Infinity		4/18/2020	Exhibit 16 to 7/17/2023 Meyer Depo	358
		BBBB	F-132	6/8/2020 Email from Endre to Chad Meyer and Mike Belotz re HASElect-FTM Fund Update		6/8/2020	Exhibit 27 to 7/17/2023 Meyer Depo	364
		CCCC	F-133	8/10/2020 Email from bill@ftm-investments to Chad Meyer and Mike Belotz re Revised July Report		8/10/2020	Exhibit 39 to 7/17/2023 Meyer Depo	373

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		#	Witness			Date	Comments	Working Exh #
		DDDDDD	F-134	8/12/2020 Email from bill@ftm-investments to Mike Belotz, Chad Meyer and Li-Chiun Su re Investor portfolio data		8/12/2020	Exhibit 40 to 7/17/2023 Meyer Depo	374
		EEEEEE	F-135	9/19/2020 Email from bill@ftm-investments to Chad Meyer and Oliver Hemmers re UCC?		9/19/2020	Exhibit 41 to 7/17/2023 Meyer Depo	375
		FFFFFF	F-136	9/28/2020 Email from Endre to Chad Meyer, Mike Belotz, bill@ftm-investments and Brenda Dalzell re Conversation with Infinity		9/28/2020	Exhibit 42 to 7/17/2023 Meyer Depo	376
		GGGGGG	F-137	2/25/2021 Email from Endre to Mike Belotz re 4th Q reconciliation		2/25/2021	Exhibit 53 to 7/17/2023 Meyer Depo	382
		HHHHHH	F-138	7/6/2021 Email from Oliver Hemmers to Jon Porter and Will Martin re Loan Amount		7/6/2021	Exhibit 58 to 7/17/2023 Meyer Depo	384
		IIIIII	F-139	7/16/2021 Email from Anne Pantelas to Jon Porter re Any updates on the HAS negotiations?		7/16/2021	Exhibit 59 to 7/17/2023 Meyer Depo	385
		JJJJJJ	F-140	Infinity Capital Management Inc. Balance Sheet		12/31/2020	Exhibit 6 to 11/9/2021 Pantelas Rule 2004 Examination	413
		KKKKKK	F-141	7/7/2021 Email from Oliver Hememrs to Hedgact re June 2021 Cash Application Reporting Inquiry		7/7/2021	Exhibit 1 to 3/27/2023 Hemmers Depo - VOL I	442
		LLLLLL	F-142	7/15/2021 Email from Oliver Hemmers to Info@HedgAct re Follow Up on 6/24 email Re: 2021 Updated Master Loan Agreement (MLA) Schedule of FTM Note Balances		7/15/2021	Exhibit 7 to 3/27/2023 Hemmers Depo - VOL I	448
		MMMMMM	F-143	6/25/2021 Email from Oliver Hemmers to Info@HedgeAct re Wires Released Re: Please set up June collection wires today (6/25) Fwd: ShareFile Activity Notification \$125,909.70		6/25/2021	Exhibit 8 to 3/27/2023 Hemmers Depo - VOL I	449
		NNNNNN	F-144	3/23/2021 Email from Anne Infinity Health to Mike Belotz and Chad Meyer re Checking in		3/23/2021	Exhibit 12 to 3/27/2023 Hemmers Depo - VOL I	453
		OOOOOO	F-145	Assignment of Benefits/Medical Lien and Security Agreement dated 12/23/2020		12/23/2020	Exhibit 13A to 3/27/2023 Hemmers Depo - VOL I	454
		PPPPPP	F-146	2/4/2021 Email from Felicia Infinity Health to Miranda Pope re Physician Followup Treatment Request – Shannon Galbreath		2/4/2021	Exhibit 13C to 3/27/2023 Hemmers Depo - VOL I	456
		QQQQQQ	F-147	2/4/2021 Ltr from Michelle Newcomb at Infinity Health Connections to Non-Surgical Orthopedics, PC re Scheduling (Shannon Galbreath)		2/4/2021	Exhibit 13D to 3/27/2023 Hemmers Depo - VOL I	457
		RRRRRR	F-148	Health Insurance Clam Form dated 2/26/2021 – Shannon v. Galbreath		2/26/2021	Exhibit 13E to 3/27/2023 Hemmers Depo - VOL I	458
		SSSSSS	F-149	3/22/2021 Ltr from Michelle Newcomb at Infinity Health Connections to Non-Surgical Orthopaedics PC re Carolina Arciniegas, Caprice Banks, Shannon Galbreath, Shirley McCarthy and Janell Washington		3/22/2021	Exhibit 13F to 3/27/2023 Hemmers Depo - VOL I	459
		TTTTTT	F-150	9/7/2021 Email from Felicia Infinity Health to Summer Bressoud re Shannon Galbreath		9/7/2021	Exhibit 13G to 3/27/2023 Hemmers Depo - VOL I	460
		UUUUUU	G-151	9/7/2021 Email from Felicia Infinity Health to Summer Bressoud re Shannon Galbreath		9/7/2021	Exhibit 13H to 3/27/2023 Hemmers Depo - VOL I	461
		VVVVVV	G-152	1/7/2015 Service Agreement/Contract between Non-Surgical Orthopaedics PC and The Center for Spine Procedures		1/7/2015	Exhibit 13I to 3/27/2023 Hemmers Depo - VOL I	462
		WWWWWW	G-153	Invoice to Tecumseh-Infinity MRF for Acquisition Fee for AR purchases up to 04.16.21		4/16/2021	Exhibit 14 to 3/27/2023 Hemmers Depo - VOL I	463
		XXXXXX	G-154	June 2021 Deposit Summary Report - Tecumseh-Infinity Medical Receivables		Jun-21	Exhibit 15 to 3/27/2023 Hemmers Depo - VOL I	464
		YYYYYY	G-155	Deposit Summary Report - Tecumseh-Infinity Medical Receivables		No date	Exhibit 16 to 3/27/2023 Hemmers Depo - VOL I	465

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		ZZZZZZ	G-156	Benchmark Physical Therapy Statement		3/19/2021	Exhibit 17 to 3/27/2023 Hemmers Depo - VOL I	466
		AAAAAAA	G-157	The Physicians Spine & Rehabilitaton Specialists of Georgia Statement		3/19/2021	Exhibit 18 to 3/27/2023 Hemmers Depo - VOL I	467
		BBBBBBB	G-158	1/13/2021 Email from Oliver Hemmers to Info@HedgeAct re HedgeACT Fund December 2020 Payments Unresolved items		1/13/2021	Exhibit 19 to 3/27/2023 Hemmers Depo - VOL I	468
		CCCCCCC	G-159	BofA Transaction Screenshot		8/6/2021	Exhibit 20 to 3/27/2023 Hemmers Depo - VOL I	469
		DDDDDDD	G-160	2/19/2021 Email from Oliver Hemmers to Mike Belotz re 4th Quarter Reconciliation		2/19/2021	Exhibit 22 to 3/27/2023 Hemmers Depo - VOL I	471
		EEEEEEE	G-161	7/15/2021 Email from bill@ftm-investments to Mike Belotz re July Funding Request #1		7/15/2021	Exhibit 23 to 3/27/2023 Hemmers Depo - VOL I	472
		FFFFFFF	G-162	7/13/2021 Email from Oliver Hemmers to bill@ftm-investments re Funds needed for Bank		7/13/2021	Exhibit 24 to 3/27/2023 Hemmers Depo - VOL I	473
		GGGGGGG	G-163	6/15/2021 Email from Oliver Hemmers to Will Martin re Update		6/15/2021	Exhibit 37 to 3/27/2023 Hemmers Depo - VOL I	486
		HHHHHHH	G-164	10/29/2020 Email from Anne Pantelas to Chad Meyer re Bank Transfer		10/29/2020	Exhibit 39 to 3/28/2023 Pantelas Depo - VOL I	488
		IIIIIII	G-165	6/27/2019 Service Agreement/Contract between Center for Spine & Pain Medicine PC and Infinity Capital Management/Infinity Health Connections.		6/27/2019	Exhibit 52 to 5/5/2023 Hemmers Depo - VOL. II	491
		JJJJJJJ	G-166	List of Receivables for Funding Draw HAS-22		No date	Exhibit 56 to 5/5/2023 Hemmers Depo - VOL. II	495
		KKKKKKK	G-167	1/1/2018 - 12/31/2018 Income Statement - Infinity Capital Management, Inc.		1/1/2018 - 12/31/2018	Exhibit 58 to 5/5/2023 Hemmers Depo - VOL. II	497
		LLLLLLL	G-168	12/12/2018 Email from Oliver Hemmers to Chad Meyer re Blanket lien draft		12/12/2018	Exhibit 59 to 5/5/2023 Hemmers Depo - VOL. II	498
		MMMMMMM	G-169	6/15/2021 Email from Mike Belotz to Oliver Hemmers re Receivable data		6/15/2021	Exhibit 72 to 5/10/2023 Pantelas Depo - VOL II	511
		NNNNNNN	G-170	Minutes of Conference call held on 4/28/2021		4/28/2011	Exhibit 75 to 5/10/2023 Pantelas Depo - VOL II	514
		OOOOOOO	G-171	Minutes of Conference call held on 5/26/2021		5/26/2021	Exhibit 76 to 5/10/2023 Pantelas Depo - VOL II	515
		PPPPPPP	G-172	Minutes of Conference call held on 6/9/2021		6/9/2021	Exhibit 77 to 5/10/2023 Pantelas Depo - VOL II	516
		QQQQQQQ	G-173	Balance Sheet - Tecumseh-Infinity- Accrual Basis as of 12/31/2021		12/31/2021	Exhibit 84 to 5/10/2023 Pantelas Depo - VOL II	523
		RRRRRRR	G-174	6/12/2020 Email from Simon Clark to Oliver Hemmers and Anne Pantelas re Final decision		7/12/2020	Exhibit 87 to 5/10/2023 Pantelas Depo - VOL II	526
		SSSSSSS	G-175	8/10/2020 Email from Anne Pantelas to Mike Belotz and Oliver Hemmers re Some potential good news and update on housekeeping items for the BOA account		8/10/2020	Exhibit 88 to 5/10/2023 Pantelas Depo - VOL II	527
		TTTTTTT	H-176	5/15/2019 E-mail from Oliver Hemmers to Info@HedgeAct re Draw Request HAS-4		5/15/2019		537
		UUUUUUU	H-177	Draw HAS-4 (REV 00489523)				528
		VVVVVVV	H-178	6/19/2019 E-mail from Oliver Hemmers to Info@HedgeAct, bill@ftm-investments & endre@ftm-investments re Draw Request HAS-5		6/19/2019		538
		WWWWWWW	H-179	Draw HAS-5 (REV 00490066)				529
		XXXXXXX	H-180	7/17/2019 E-mail from Oliver Hemmers to Info@HedgeAct, endre@ftm-investments.com & Compliance re Draw Request HAS-6		7/17/2019		539
		YYYYYYY	H-181	Draw HAS-6 (REV 00490706)				530
		ZZZZZZZ	H-182	8/20/2019 E-mail from Oliver Hemmers to Debbie Griffin & Simon Clark re Draw Request HAS-9		8/20/2019		540
		AAAAAAAAA	H-183	Draw HAS-9 (REV 00491512)				531

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		BBBBBBBB	H-184	11/12/2019 E-mail from Oliver Hemmers to Info@HedgeAct & Simon Clark re Draw Request HAS-13		11/12/2019		541
		CCCCCCCC	H-185	Draw HAS-13 (REV 00492726)				534
		DDDDDDDD	H-186	12/9/2019 E-mail from Oliver Hemmers to Info@HedgeAct & Simon Clark re Draw Request HAS-14		12/9/2019		542
		EEEEEEEE	H-187	Draw HAS-14 (REV 00493339)				535
		FFFFFFF	H-188	11/5/2019 E-mail from Oliver Hemmers to Debbie Griffin & Simon Clark re Draw Request HAS-15		11/15/2019		543
		GGGGGGGG	H-189	Draw HAS-15 (REV 00487540)				536
		HHHHHHHH	H-190	4/27/2020 E-mail from Oliver Hemmers to Info@HedgeAct & Mike Griffin re Draw Request HAS-22		4/27/2020		545
		IIIIIIII	H-191	Draw HAS-22 (REV 00495922)				544
		JJJJJJJJ	H-192	TIFDumpWithIncome-Final -- BOA Sort				554
		KKKKKKK	H-193	Tecumseh – Infinity MR Fund - List of Receivables for Series-1/Intake F (Batch 6, 7 & 8) PO#1-F-9-15 (TEC007272 - 007280)				555
		LLLLLLLL	H-194	Tecumseh – Infinity MR Fund - List of Receivables for Series-1/Intake I (Batch 12 A & B) PO# 1-I-10-18 (TEC007302 - 007306)				556
		MMMMMM MM	H-195	Tecumseh – Infinity MR Fund - List of Receivables for Series-1/Intake J (Batch 14-A) PO# 1-J-10-19 (TEC007308)				557